

File # 26067

Watermark Marina of Key
West

**(Hurricane Hole Marina &
Adjacent Conch Contrada)**

**Amendment to a Major
Conditional Use**

**Additional Information added to File
26067**

**BOARD OF COUNTY COMMISSIONERS**

Mayor Charles "Sonny" McCoy, District 3
Dixie M. Spehar, District 1
George Neugent, District 2
David P. Rice, District 4
Murray E. Nelson, District 5

SOLID WASTE MANAGEMENT
1100 SIMONTON STREET
ROOM #2-231
KEY WEST FL 33040

May 10, 2006

Ms. Barbara B. Mitchell,
Vice President
The Craig Company
P.O. Box 970
Key West, FL, 33040

**Hurricane Hole Redevelopment
Amendment to Major Conditional Use Application**

Dear Ms. Mitchell:

The proposed plan for your project, including demolition waste, waste reduction, and recycling, shows adequate provision for solid waste and recycling management.

Waste Management, Inc is available to assist in the set up of any additional recycling service. Please call 305-296-8297 for assistance.

Sincerely,

Carol A. Cobb, CPM, Sr. Administrator
Solid Waste Management

CAC/meg

cc: Nicole Petrick, Planning Commission Coordinator
via fax (x2536)

End of Additional Information
File # 26067

The Craig Company

Comprehensive Planning
Resort/Tourism Planning
Land Use Regulation
Development Feasibility
Site Design
Expert Witness

July 17, 2006

Mailing address: P. O. Box 970
Key West, FL 33041-0970

Office location: 610 White St.
Key West, FL 33040

Phone: 305/294-1515
Fax: 305/292-1525
E-mail: barb@craigcompany.com

Aref Joulani, Planning Director
Monroe County Planning Dept.
2798 Overseas Highway
Marathon, Florida 33050

Subject: Watermark Marina of Key West
Amendment to Major Conditional Use

Dear Aref:

Enclosed please find an application for Amendment to Major Conditional Use for Watermark Marina of Key West. This project is located on Stock Island and is comprised of the Hurricane Hole Marina property and an adjacent Conch Contrada parcel to the east, RE# 00123510-000000 and RE# 00132640-000100. The proposed project will expand the existing marina by adding wet slips, dry boat storage racks, retail space, seven (7) affordable housing units, enhanced storm water management systems, parking and landscaping as shown on the enclosed plans.

Enclosed with the application please find our narrative describing the project, Level Three Traffic Study, 16 copies of large scale plans (including 2 signed and sealed sets), filing fee check in the amount of \$6,825.00 and mailing labels.

I am happy to answer any questions you or your staff may have concerning this application. We look forward to presenting the project at the earliest available DRC meeting.

Thank you.

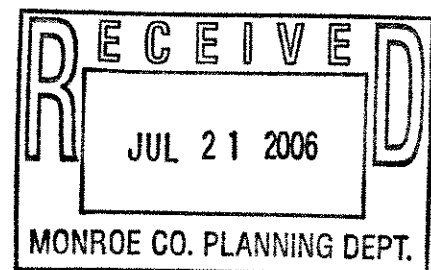
Very truly yours,



Barbara B. Mitchell
Senior Planner/Vice President

BBM/jr

cc: Southfork Development Group, Inc.
Libby Trevor



WATERMARK MARINA OF KEY WEST

AMENDMENT TO MAJOR CONDITIONAL USE



The Craig Company
July 2006

Table of Contents

	Page
Application Form	1
Project Overview	3
Application History	4
Zoning Map	5
Aerial Photo	6
Site Photographs	10
Request and Background Information	12
Consistency Statements	27
Construction Management and Phasing Plan	

Appendices

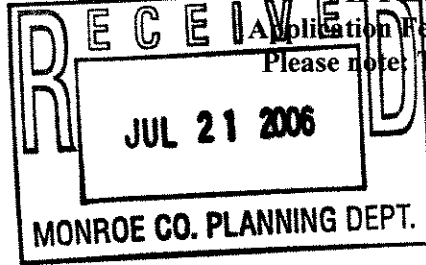
Appendix A	Location Map
Appendix B	12/28/95 Letter of Incompleteness re Key West 1 Marina
Appendix C	01/29/96 Letter regarding aggregation of Key West 1 Marina and Conch Contrada Restaurant
Appendix D	12/31/96 Letter re Key West 1 Marina
Appendix E	Development Order for Conch Contrada, including Joint Driveway Agreement
Appendix F	12/23/99 Letter from the DCA granting waiver re construction of Bath house
Appendix G	03/15/00 Letter of Understanding re US 1 Marina
Appendix H	03/20/00 Letter from County regarding Wetland Delineation
Appendix I	Planning Commission Resolution #P82-00 – Hurricane Hole Redevelopment
Appendix J	Resolution #P03-03 Approving an alcoholic beverage permit
Appendix K	11/22/05 Letter of Understanding re Hurricane Hole and Conch Contrada (Historic Seaport District, Inc.)
Appendix L	05/25/06 Letter of Understanding re Hurricane Hole and Conch Contrada (Southfork Development Group, Inc.)
Appendix M	Proof of Ownership - Property Record Cards, Contract for Purchase And Sale, Second Amendment to Business Lease (Conch Contrada Parcel)
Appendix N	Vegetation Survey for Conch Contrada parcel dated May 2006
Appendix O	Minor Conditional Use Development Order No. 5-99, Settlement Agreement and three amendments thereto, Circuit Court Case No. CAK-01-108, Richard M. Osborne and Conch Contrada LC v. Monroe County and Joseph Paskalik
Appendix P	Sovereignty Submerged Land Lease Renewal
Appendix Q	Traffic Report

Appendix R	Vehicle Maneuverability Plan
Appendix S	Authorization Letters – Southfork Development Group, Inc. Historic Seaport District, Inc. Libben Co. Conch Contrada LC
Appendix T	List of Adjacent Property Owners
Appendix U	Letters of Coordination
Appendix V	Survey Site Plan, Floor Plan and Elevations Landscape Plan Drainage Plan
Appendix W	DCA Reply dated July 6, 2006 Request to Department of Community Affairs for Clearance Letter Re: Development of Regional Impact



MONROE COUNTY PLANNING DEPARTMENT

APPLICATION FOR DEVELOPMENT APPROVAL



Application Fee: Major Conditional Use \$6,020.00 Minor Conditional Use \$4,570.00

Please note: These fees also apply to any Amendments to a Conditional Use

\$50.00 Fire Marshal Fee

\$245.00 for each newspaper advertisement x 3

\$3.00 for each property owner noticed

\$20.00 technology fee for records conversion, storage, and retrieval

ALL APPLICATIONS MUST BE **DEEMED COMPLETE AND IN COMPLIANCE** WITH THE MONROE COUNTY CODE BY THE PLANNING STAFF **PRIOR** TO THE ITEM BEING SCHEDULED (SEE PAGE FOUR.)

- 1) Name of Owner of Property: Libben Co. (RE #00123510-000000); Conch Contrada LC
(RE #00132640-000100)

Address: 199 La Fayette

City: Denver

State: Colorado

Zip Code: 80218

Phone Number: (Home): _____ (Work): 303-722-3878 (Fax): 303-722-5227

- 2) Name of Lessee of Property*: Historic Seaport District, Inc. _

Address: _5130 Overseas Highway, Suite 2

City: Key West

State: Florida

Zip Code: 33040

Phone Number: _____ (Home): _____ (Work): 294-8025 (Fax): 294-8024

Name of Applicant/Contract Purchaser of leasehold interest: Southfork Development Group, Inc.

Address: 5110 Hillsdale Circle, Suite 300

City: El Dorado Hills

State: California

Zip Code: 95762

Phone Number: 916-941-9240 (work) 916-941-9235 (fax)

*If property is leased, applicant must submit notarized statement from the owner approving the submittal of this application. Refer to attached Authorizations from Conch Contrada LC, (owner); Libben Co. (owner); Historic Seaport District, Inc. (leasehold interest) and Southfork Development Group, Inc. (purchaser of leasehold interest).

3) Agent Name/Title:) The Craig Company

Mailing Address: P.O. Box 970, Key West, FL 33041

Phone Number: (Home): _____ (Work): 305-294-1515 (Fax): 305-292-1525

4) Legal Description of subject property:

Lot: _____ Block: _____ Subdivision: _____

Key: Stock Island _MM: 4.5 RE# 00123510-000000; 00132640-000100

If in metes and bounds, attach legal description on separate sheet. Refer to attached legal description.

5) Land Use District(s): Mixed Use (MU)

6) Present use of the property: marina, with docks and 24 wet slips, boat barn (storage for 63 boats), parking spaces and 6,683 sq. ft. commercial floor area comprised of bar & grill restaurant, dive shop, retail space, CBS building and bathhouse.

7) Proposed use of the property: retain current use, demolish 992 s.f. CBS building; reconfigure existing southern dock of 17 wet slips and add 10 new slips, add dry storage boat racks (2 structures – storage for 96 additional boats); additional commercial floor area to include a 6,933 s.f. 2-story building over parking containing retail space (first floor) and 7 affordable housing units (second floor); add required parking and landscaping.

8) Gross floor area in square feet (Non-residential uses): 849 s.f. existing retail
6,933 s.f. proposed retail
947 s.f. office (former dive shop)
3,895 s.f. existing restaurant
1,240 s.f. outdoor seating
TOTAL 13,864 s.f. non-residential use

9) Number of residential units to be built: none

10) Number of affordable or employee housing units to be built: 7 affordable housing units

11) Number of hotel-motel, recreational vehicle, institutional residential or campground

units to be built per type: none

12) Has an application been submitted for this site within the past two years? yes

13) If yes, name of the applicant and date of application: Pre-application Application filed by Historic Seaport District, Inc. with Pre-Application meeting on 8/19/05 and LOU dated 11/22/05; Pre-application Application filed on 2/22/06 by Southfork Development Group, Inc., with meeting on 2/28/06 and LOU dated 5/25/06

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate.

Barbara Mitchell
Signature of Applicant or Agent

June 5, 2006
Date

Sworn before me this 5 day of June, 2006 A.D.



Jodell Roberts
MY COMMISSION # DD271574 EXPIRES
January 31, 2008
BONDED THRU TROY FAIR INSURANCE, INC.

Jodell Roberts
Notary Public

My Commission Expires

ATTACHMENT A

The following is a list of required documents for conditional use approval. To determine whether an item is appropriate to a particular application, please contact the Planner and Biologist reviewing your application.

- ☒ PROOF OF OWNERSHIP: deed, lease or pending sale contract.
- ☒ LOCATION MAP showing where the project is located on the Key. This enables people to easily find the project
- ☒ PHOTOGRAPHS of site from the main adjacent road. A recent aerial photograph with property boundaries delineated may be substituted.
- ☒ SEALED AND SIGNED SURVEY by a Florida registered surveyor. The survey should include elevations and location of all existing structures, paved areas, location of all utility structures, bodies of water, docks, piers, mean high water line, acreage by Land Use District and acreage by habitat.
- ☒ VEGETATION SURVEY or Habitat Evaluation Index, if applicable, prepared by a biologist qualified by the Monroe County Environmental Resources Department.
- ☒ ENVIRONMENTAL DESIGNATION SURVEY and COMMUNITY IMPACT STATEMENT (Major Conditional Uses only).
- ☒ SITE PLAN prepared by a Florida registered architect, engineer or landscaped architect at a standard engineering scale as appropriate for the size and shape of the project
INCLUDING BUT NOT LIMITED TO:
 - _____ Property lines and mean high-water shoreline and outside dimensions of the entire parcel;
 - _____ All areas and dimensions of existing and proposed structures;
 - _____ Adjacent roadways and uses of adjacent property;
 - _____ Setbacks as required by the Land Development Regulations;
 - _____ Parking (including handicap parking) and loading zone locations and dimensions;
 - _____ Calculations for open space ratios, floor area ratios, density and parking;
 - _____ Outdoor lighting location, type, power and height;
 - _____ Extent and area of wetlands, open space areas and landscape areas;
 - _____ Location of solid waste separation, storage and removal;
 - _____ Type of ground cover such as asphalt, grass, pea rock;
 - _____ Sewage treatment facilities;
 - _____ Existing and proposed fire hydrants or fire wells;
 - _____ Location of bike racks (if required);
 - _____ Flood zones pursuant to the Flood Insurance Rate Map (FIRM);
 - _____ Adjacent Land Use Districts.
- ☒ FLOOR PLANS at an appropriate standard architectural scale including handicap accessibility features;
- ☒ LANDSCAPE PLANS at the same scale as the site plan. May be on a separate plan or shown on the site plan. **INCLUDING BUT NOT LIMITED TO:**
 - _____ Building footprints, driveways, parking areas and other structures;

Open space preservation areas;
 Size and type of buffer yards including the species, size and number of plants;
 Parking lot landscaping including the species, size and number of plants;
 Existing natural features;
 Specimen trees, or threatened and endangered plants to be retained and those to
 be relocated or replaced;
 Transplantation plan (if required).

- ☒ **CONCEPTUAL DRAINAGE PLAN** with drainage calculations prepared by a registered engineer at the same scale as the site plan: The plan must show existing and proposed topography, all drainage structures, retention areas and drainage swales, and existing and proposed permeable and impermeable areas.
- ☒ **ELEVATION DRAWINGS** of all proposed structures with the elevations of the following features referenced to NGVD: Existing grade, finished grade, finished floor elevations (lowest supporting beam for V-zone development), roofline and highest point of the structure.
- ☒ **TRAFFIC STUDY** prepared by a licensed traffic engineer.
- ☒ **CONSTRUCTION MANAGEMENT PLAN** (State how impacts on nearshore water and surrounding property will be managed - i.e. construction barrier, hay bales, flagging, etc.).
- ☒ **CONSTRUCTION PHASING PLAN.**
- ☒ **TYPED NAME AND ADDRESS MAILING LABELS** of property owners within a 300 feet radius of the subject property. This list should be compiled from the current tax rolls located in the Property Appraiser's Office. Also, please provide the listing of the names, subdivision name, lot and block # and the RE #'s for each address and note those that are adjoining the property. Adjoining lots are not disrupted by a canal or street. When a condominium is adjoining the property within the three hundred (300) feet, each unit owner must be included.

All Applications require sixteen (16) copies of all blueprints.

LETTERS OF COORDINATION MAY BE REQUIRED FOR YOUR PROJECT. The applicant must check with the Planning Department to identify other agencies expected to review the project. If the supporting data such as blueprints or surveys are larger than 8 1/2 x 14 inches, the applicant shall submit sixteen (16) copies of each.

These may include:

- ☐ Florida Keys Aqueduct Authority (FKAA)
- ☐ Florida Department of Health and Rehabilitative Services (HRS)
- ☐ Florida Keys Electric Cooperative (FKEC) / City Electric System (CES)
- ☐ Monroe County Fire Marshall
- ☐ South Florida Water Management District (SFWMD)
- ☐ Florida Department of Environmental Protection (FDEP)
- ☐ Florida Department of State, Division of Historic Resources
- ☐ Florida Game and Freshwater Fish Commission (FGFCC)
- ☐ U.S. Army Corps of Engineers (ACOE)
- ☐ U.S. Fish and Wildlife Service (USFW)
- ☐ Monroe County Recycling Department
- ☐ Florida Department of Transportation (FDOT)

100705

SOUTHFORK DEVELOPMENT GROUP, INC.5110 HILLSDALE CIRCLE SUITE 200
EL DORADO HILLS, CA 95762
(916) 939-6997THE MECHANICS BANK
(800) 797-6324

90-203/1211

7/10/2006

PAY
TO THE
ORDER OF

Monroe County Planning Department

\$ **6,825.00

Six Thousand Eight Hundred Twenty-Five and 00/100*****

DOLLARS

Monroe County Planning Department
3101 Overseas Highway
Marathon, FL 33050
AUTHORIZED SIGNATURE

MEMO

Site Plan Application Filing Fee-KeyWest

⑈100705⑈ ⑆121102036⑆ 040⑈780619⑈

SOUTHFORK DEVELOPMENT GROUP, INC.

100705

Monroe County Planning Department

Date	Type	Reference	Original Amt.	Balance Due	7/10/2006 Discount	Payment
5/24/2006	Bill		6,825.00	6,825.00		6,825.00
				Check Amount		6,825.00

Mechanics Bank - 040 Site Plan Application Filing Fee-KeyWest

6,825.00

Watermark Marina of Key West - Legal Description

LEGAL DESCRIPTION:

UPLAND PARCEL DESCRIPTION (ORIGINAL LAND IN LEASE):

Lot 24, SUN KREST SUBDIVISION, according to the Plat thereof as recorded in Plat Book 1, at page 107 of the Public Records of Monroe County, Florida.

AND ALSO:

On the Island of Stock Island and being of Government Lot 1, Section 34 and a part of Government Lot 4, Section 35, all in Township 67 South, Range 25 East, but more particularly described as follows:

Commencing at a point on the center line of the Florida State Highway 4A bridge between Key West and Stock Island, said point of commencement being at the Northeasterly end of said bridge; thence run in a Northeasterly direction along the extension Northeasterly of said center line of said bridge a distance of 968.55 feet; thence at right angles in a Southeasterly direction a distance of 34.89 feet to a point on the Southeasterly Right-of-Way line of Florida State Highway 4A for a point or Place of Beginning, said Point of Beginning being also the Northwesterly corner of Lot 24 of a subdivision known as Sun Krest as recorded in Plat Book 1 at Page 107, Monroe County, Florida records from said Point or Place of Beginning, continue in a Southeasterly direction and at right angles to the Southeasterly Right-of-Way line of Florida State Highway 4A a distance of 325 feet; thence at right angles and in a Southwesterly direction a distance of 800 feet; thence at right angles and in a Northwesterly direction a distance of 235 feet; thence at right angles and in a Northeasterly direction a distance of 320 feet; thence along a deflected angle of 120° to the left and in a Northwesterly direction a distance of 103.92 feet to a point on the Southeasterly Right-of-Way line of Florida State Highway 4A; thence along a deflected angle of 120° to the right and in a Northeasterly direction and along said Southeasterly Right-of-Way line a distance of 531.96 feet, more or less, back to the Point of Place of Beginning. Contains 5.36 Acres, more or less and lying and being in Township 67 South, Range 25 East, Monroe County, Florida.

(Out Parcel):

A portion of Lot 24, "SUN KREST SUBDIVISION", according to the plat thereof, as recorded in Plat Book 1, at page 107 of the Public Records of Monroe County, Florida, and a portion of Government Lot 1, Section 34, Township 67 South, Range 25 East, Stock Island, Monroe County, Florida, and being more particularly described as follows:

Begin at the Northeast corner of said Lot 24, "SUN KREST SUBDIVISION", thence S 78°18'42" W along the North Line of said Lot 24 and the Southeasterly Right-of-Way Line of U.S. Highway No. 1 (State Road No. 5) for 285.00 feet; thence S 11°41'18" E for 165.00 feet; thence S 56°41'18" E for 39.60 feet; thence N 78°18'42" E for 257.00 feet to the East line of said Lot 24; thence N 11°41'18" W along the said East Line of Lot 24 for 193.00 feet to the Point of Beginning. Containing 54,613 Square Feet, more or less.

SUBMERGED LAND LEASE

A PARCEL OF LAND IN Cow Key Channel and off shore of Stock Island, Monroe County, Florida said parcel being described as follows: Commence at the Northeast corner of Lot 24 of a subdivision known as Sun Krest according to the plat thereof, as recorded in Plat Book 1 at Page 107 of the Public Records of the said Monroe County and run thence South 70 degrees 53' 58" West along the North boundary line of the said Lot 24 for a distance of 50.0 feet; thence South 19 degrees 06' 02" East for a distance of 325.0 feet; thence South 70 degrees 53' 58" West for a distance of 50.0 feet to the Point of Beginning of the parcel of submerged land being described herein: thence South 17 degrees 38' 40" East for a distance of 72.31 feet; thence South 72 degrees 21' 21" West for a distance of 113.62 feet; thence North 83 degrees 18' 09" West for a distance of 93.40 feet; thence South 60 degrees 52' 55" West for a distance of 73.80 feet; thence North 82 degrees 40' 05" West for a distance of 81.38 feet; thence South 67 degrees 54' 11" West for a distance of 159.62 feet; thence South 67 degrees 54' 11" West for a distance of 159.62 feet; thence South 67 degrees 54' 11" West for a distance of 159.62 feet; thence South 70 degrees 07' 39" West for a distance of 94.44 feet; thence North 19 degrees 06' 17" West for a distance of 15.0 feet to a point that bears South 70 degrees 53'58" West from the Point of Beginning; thence North 70 degrees 53'58" East for a distance of 597.43 feet back to the Point of Beginning, containing 17,849.42 square feet, more or less.

NOTE: Legal does not close.

All parcels are adjacent and contiguous.

Project Overview

Southfork Development Group, Inc. proposes to redevelop the existing Hurricane Hole Marina and adjacent property (Conch Contrada parcel) to be known as Watermark Marina of Key West. The marina is located on Overseas Highway (approximately MM 4.5) at Cow Key Channel, as shown on the location map, Appendix A, and aerial photograph included in this text. Hurricane Hole marina is currently comprised of docks with wet slips located in the boat basin and adjacent canal, one boat barn, bar and grill restaurant, bathhouse, retail space, dive shop and CBS office/retail building. Proposed improvements to the site include the removal of a ground level CBS building; construction of 2 boat storage structures, construction of a new 2-story building to contain commercial retail and 7 affordable/employee housing apartments; reconfiguration of the canal dock to add finger piers with a net increase of 10 wet slips; and the addition of parking and new landscaping. The redevelopment will improve the functionality and appearance of the site by more effective boat docking via improved dock design and wet slips, increased retail, dry boat storage, parking and landscaping. The site will also provide much needed affordable housing for the community.

Currently, the marina site is developed with 6,683 square feet of commercial floor area. Although the Conch Contrada parcel currently contains no developed commercial buildings, there is 7,500 square feet of vested commercial floor area. A 992 square foot CBS building located at the marina will be demolished. The total site will be redeveloped to create a total of 13,864 square feet of commercial floor area. The breakdown of the development at Watermark Marina of Key West will be as follows:

1. Existing bar and grill restaurant – 3,895 SF
2. Existing out door restaurant seating – 1,240 SF
3. Existing retail shop - 849 SF (including bath house)
4. Proposed office (utilizing existing dive shop) - 947 SF
5. Proposed retail shops – 6,933 SF
6. Proposed affordable housing – 7 apartments
7. Wet boat storage – 32 slips existing (includes 8 slips for charter boats) and 10 proposed slips
8. Dry boat storage – 63 existing and 96 proposed

Amendments to the Land Development Regulations (LDRs) are being adopted that redefine boat barns. Currently, open boat storage racks are not considered floor area. Watermark Marina of Key West recognizes the importance of this site and its “streetscape” appearance for the community of Stock Island. To enhance this site, we have included wall on the boat storage building, pending approval of the revised LDRs. We are seeking flexibility from the Planning Commission to construct the storage racks and cover them at a later date if the LDRs are no in place at the time of permitting. If the LDRs are in place at the time of permitting, then we shall construct the buildings as shown on the attached plans. There are one existing and 2 proposed boat barns (as

redefined in the LDRs) on the site that, under the amended LDRs, are not required to obtain commercial square footage.

There is currently a moratorium on development of marinas in Monroe County. Watermark Marina of Key West is not subject to this moratorium as it is an existing marina that is being enhanced and water access increased.

The existing zoning designation for the site is Mixed Use (MU), and the future land use designation is Mixed Use/Commercial (MC). The property is located in Tier III. The property to the east of the site is commercial retail that is zoned Mixed Use (MU). To the north across US Highway 1 is the Key West Golf Course (PRD zone). To the west is Cow Key Channel. To the south across the canal are mobile homes zoned URM.

The proposed redevelopment is an amendment to a major conditional use. The project is not subject to the non-residential building moratorium, as it is replacing existing and vested square footage.

Watermark Marina of Key West is proposed to be constructed in 3 phases. As ROGO allocations will need to be obtained for the affordable/employee units, the first phase will be construction of the boat barns, site infrastructure and parking lot; installation of landscaping; CBS structure demolition; and construction of the 2-story retail/residential building. Since the retail space uses vested floor area, the first floor will be finished and occupied. The second floor requires ROGO allocations. Application for ROGO allocations will be submitted at the time of permitting. The applicant is seeking permission to construct the shell of the building and will prohibit access to the second floor until such time as the allocations are issued and the apartments can be completed. The second floor of the retail/residential building is to contain the affordable/employee units and will be constructed as the second phase of the project pending ROGO allocation. The third phase will be completion of the docks pending Department of Environmental Protection permitting.

Pursuant to the Letter of Understanding (Appendix L), Item 13., coordination was requested with the Department of Community Affairs regarding the applicability of a development of regional impact (DRI) review for the project. The project has not reached the threshold per Code that requires a DRI, and a letter of clearance has been requested. Please refer to Appendix W.

The following pages contain information that responds to the criteria under Section 9.5-65 of the Monroe County Land Development Regulations.

Application History

An application for renovations to Key West 1 Marina and a new restaurant (which included the marina parcel) was submitted in 1995. A letter of incompleteness from Monroe County dated December 28, 1995 regarding Key West 1 Marina is attached as Appendix B. In a January 29, 1996 letter from the County, it was recommended that the proposed renovations to Key West 1 Marina and the Conch Contrada restaurant be aggregated (Appendix C). The County agreed to the redevelopment of the existing marina as set forth in the County's December 31, 1996 letter (Appendix D). Since that time, the minor conditional use application for the Conch Contrada restaurant has been approved and the Development Order #5-99 was issued in July 2000 (Appendix E). A settlement agreement, dated July 17, 2002 and amended, between Monroe County and Conch Contrada LC (Appendix O) vested the site with 7,500 square feet of commercial floor area.

In 1999, permits were received for the construction of a bathhouse and the renovation of two existing buildings. The bathhouse has since been constructed. (Please see DCA waiver attached as Appendix F).

On February 10, 2000, a pre-application meeting was held regarding the Hurricane Hole Marina. The March 15, 2000 Letter of Understanding is attached as Appendix G. Please also refer to the attached Appendix H March 20, 2000 letter from Monroe County regarding wetland delineation. In August 11, 2000 an Amendment to Major Conditional Use was filed by Historic Seaport District, Inc. with the County which was approved by the Planning Commission on November 16, 2000. On February 6, 2002 Planning Commission Resolution #P82-00 (attached as Appendix I hereto) was signed approving the redevelopment of the site now known as Hurricane Hole Marina.

An Alcoholic Beverage Use Permit Application for a Restaurant SRX license for Hurricane Hole Marina was filed with the County on October 30, 2002, with Resolution #P03-03 (attached as Appendix J hereto) approving the request adopted by the Planning Commission on January 8, 2003.

On April 27, 2005 a Pre-Application Conference Request was filed with the County by Historic Seaport District, Inc. for Hurricane Hole Marina and the Conch Contrada parcel. A letter of understanding was provided by the County on November 22, 2005, a copy of which is attached hereto as Appendix K.

A Pre-Application Conference Request was filed with the County by Southfork Development Group, Inc. on February 22, 2006 for this project, the redevelopment of the Hurricane Hole Marina and Conch Contrada sites. A letter of understanding was provided from the County for the project dated May 25, 2006 and is attached hereto as Appendix L.

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Aerial Photo



Site Photos



Marina - Interior Dock & Restaurant

Site Photos



Site from US 1

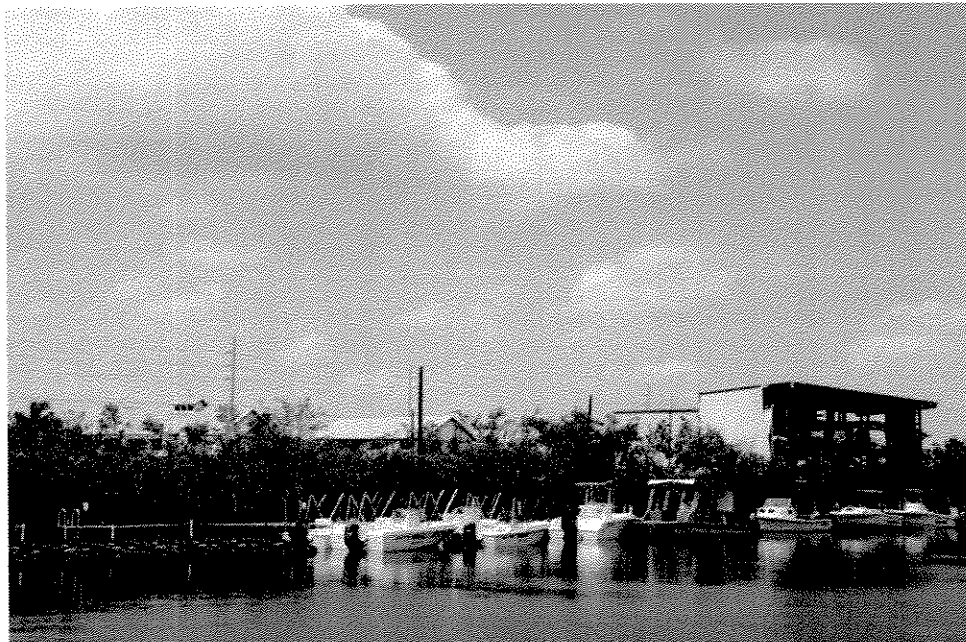


Site Interior - CBS Building on Left to Be Demolished

Site Photos



Site at Boat Ramp at South



Southern Docks at Canal

Site Photos



“Conch Contrada” Parcel of Site

Request and Background Information

REQUEST:

1. Applicant:

The applicant is Southfork Development Group, Inc., the contract purchaser of the leasehold interest of the Hurricane Hole Marina and Conch Contrada sites. Refer to the Contract for Purchase and Sale attached as part of Appendix M. The Craig Company is the agent representing Southfork Development Group, Inc.

2. Proposed use & size:

Currently, the Hurricane Hole Marina site is developed with 6,683 square feet of commercial floor area. The Conch Contrada parcel currently is vacant. A 992 square foot existing CBS building located at the Hurricane Hole parcel will be demolished. The total site will be redeveloped to create a total of 13,864 square feet of commercial floor area. The breakdown of the development at Watermark Marina at Key West will be as follows:

1. Existing bar and grill restaurant – 3,895 SF
2. Existing out door restaurant seating – 1,240 SF (requires vested floor area)
3. Existing retail shop - 849 SF (including bath house)
4. Proposed office (utilizing existing dive shop) - 947 SF
5. Proposed retail shops – 6,933 SF
6. Proposed affordable housing – 7 apartments
7. Wet boat storage – 32 slips existing (includes 8 slips for charter boats) and 10 proposed slips
8. Dry boat storage – 63 existing and 96 proposed

Further, the project will contain parking, stormwater retainment structures and landscaping.

9. Location:

The property is on Stock Island and is located on the Overseas Highway (approximately mile marker 4.5) at Cow Key Channel. The RE numbers are 00123510-000000 and 00132640-000100.

10. Plans Provided:

- Survey prepared by Fred Hildebrandt dated April 12, 1995 and last revised on 5/26/06, attached as Appendix V.
- Site plan, elevations and floor plans prepared by Mbi/k2m Associates dated 5/25/06, attached as Appendix V.
- Landscape plan prepared by The Craig Company, dated May 15, 2006, attached as Appendix V.
- Drainage plans prepared by Perez Engineering & Development dated May 31, 2006, attached as Appendix V.

BACKGROUND INFORMATION:

1. Land Use District:

Mixed Use (MU)

2. Future Land Use Map Designation:

Mixed Use/Commercial (MC)

3. Size of Site:

The property contains a total of 5.63 acres, of which 3.29 acres (143,394 square feet) are uplands.

4. Existing Vegetation:

The site can be characterized as developed and disturbed. Most of the site has been cleared and has built structures on it. The property contains fringe mangroves. There are a number of protected trees located on eastern portion of the site along U.S. Highway 1 that will either remain in place as a highway vegetation buffer or will be transplanted to another location on the site. Please refer to the Vegetation Surveys attached as Appendix N.

5. Community Character of the Immediate Vicinity:

The character of the immediate vicinity is commercial that fronts US Highway 1. The properties to the east of this site are commercial retail uses; to north of the parcel is a golf course; to the south are mobile homes; and to the west is Cow Key Channel. The community character can be described as mixed, with commercial properties facing US 1 and residential areas in back of the commercial.

Consistency Statements

Standards Applicable to All Conditional Uses:

The proposed redevelopment is required to be consistent with all applicable portions of the Land Development Regulations and the Comprehensive Plan. These regulations require all major conditional uses to be consistent with Section 9.5-65. The following narrative and references to the attached site plans or illustrations indicate how the proposed redevelopment meets these requirements.

Section 9.5-65(a)

"The conditional use is consistent with the purposes, goals, objective and standards of the plan and this chapter."

1. Compliance with Chapter 9.5, Monroe County Land Development Regulations:

a. Purpose of the Mixed Use (MU) Land Use District, Sections 9.5-201 and 219

Section 9.5-201 of the Monroe County Code states that "All development shall be consistent within each land use district shall be consistent with the purposes stated for that land use district."

Section 9.5-206 states that the purpose of the Mixed Use land use district is "to establish or conserve areas of mixed uses, including commercial fishing, resorts, residential, institutional and commercial uses, and preserve these as areas representative of the character economy and cultural history of the Florida Keys."

Response: The proposal consists of the redevelopment of the existing marina, dive shop, work shop, commercial retail, bar and grill restaurant, docks and wet slips, dry boat storage, together with the contiguous parcel with additional wet slips, dry boat storage, commercial retail, office, and affordable/employee residential housing. The project, therefore, will continue as Mixed Use and will serve the needs to the immediate area, which is consistent with Section 9.5-206.

b. Permitted Uses, Section 9.5-248(b)(12 and 9.5-248(c)(4)

Section 9.5-248(b)(12)

Attached and unattached residential dwellings involving six (6) to eighteen (18) units, designated as employee housing as provided for in section 9.6-266.

Section 9.5-248(c)(4)

Marinas, provided that: (a) the parcel proposed for development has access to water at least four (4) feet below mean sea level at mean low tide; (b) the sale of goods and services is limited to fuel, food, boating, diving and sport fishing products; (c) all outside storage areas are screened from adjacent uses by a solid fence, wall or hedge at least six (6) feet in height; and (d) the parcel

proposed for development is separated from any established residential use by a class C bufferyard."

Response: The proposed development will contain 7 affordable/employee housing units and is consistent with Section 9.5-248(b)(12). The development will be screened as shown on the landscape plan. The proposed development is consistent with Section 9.5-248(c)(4).

c. NROGO – Type of development not affected. Section 9.5-124.3(a)(5)

(a) The NROGO shall not apply to the development described below:

(5) Vested Rights: Landowners with ...an approved vesting determination by the county from the non-residential allocation requirements of this section and the comprehensive plan.

Response: The applicant proposes a net increase of 7,298 square feet of non-residential floor area. This area includes 6,933 square feet in the new 2-story building, 1,240 square feet of outdoor seating and the demolition of 992 square feet of retail/office space. The project does not require an NROGO allocation as it is currently vested floor area.

The part of the site known as the Conch Contrada parcel has the vested determination by Monroe County to construct a 7,500 square foot medium-intensity retail use facility in ROGO Year 15 (July 14, 2006 – July 13, 2007 pursuant to Minor Conditional Use Development Order No. 5-99 (Appendix E), and a Settlement Agreement and three amendments thereto, Circuit Court Case No. CAK-01-108, Richard M. Osborne and Conch Contrada, LC v. Monroe County and Joseph Paskalik attached as Appendix O hereto. Please note that the copy of the third amendment to the Settlement Agreement was approved by the BOCC on 5/16/06, but has not yet been fully executed or recorded. As the Conch Contrada parcel will be part of the Watermark Marina of Key West, NROGO requirements will not apply to the development of the 6,933 square foot retail use facility. The project is consistent with Section 9.5-124(3)(a).

d. Density/Intensity, Section 9.5-269

Upland Area: 3.29 Acres
Wetland Area: 2.34 acres
Total Area: 5.63 acres
Buildable Area: (BA) 2.632 acres

Site Utility Analysis:		(In Square Feet)		Total	FAR	% Site Utility
		Existing	Proposed			
Commercial Development:						
	Retail	849	6,933	7,782	.35	15.5
	Office	947	-	947	.40	1.7
	Restaurant	3895	1,240	5,135	.15	23.9
					Units Per BA	% Site Utility
Residential Development:						
	Affordable Housing	0	7	7	18	14.9
Total Site Utility:						56.0

Accessory Uses:

	Existing	Proposed
Boat Storage Buildings:	4,579	11,992 (two structures)

The proposed redevelopment is consistent with Section 9.5-269.

e. Open Space and Environmental Criteria, Section 9.5-262

The open space requirement Mixed Use land use districts is 0.2.

Response: The proposed development will provide 43,363.5 square feet of open space which is 30% of the upland area and therefore meets the open space requirement. The site contains mangroves and some protected trees located along U.S. Highway 1. Vegetation surveys are attached as Appendix N. The proposed development is consistent with Section 9.5-262.

f. Minimum Yards Setback, Section 9.5-281

The minimum yard requirements for the Mixed Use land use district are as follows: a front yard setback of 15 feet, a rear yard setback of 10 feet, and side yard setbacks such that one side yard must be 10 feet and the other must be 5 feet.

Response: The proposed redevelopment meets the minimum yard requirements as shown on the site plan and therefore is in compliance with Section 9.5-281.

Response: The proposed redevelopment meets the minimum yard requirements as shown on the site plan and therefore is in compliance with Section 9.5-281.

g. Shoreline Setback, Section 9.5-349(b)(1) and (c)

(b) Principal Structures shall be set back as follows.

(1) Along lawfully altered shorelines including manmade canals, channels, and basins, principal structures shall be set back at least twenty (20) feet as measured from the mean high water (MHW) line...

(c) Accessory structures, as defined in section 9.5-4(A-2), within the shoreline setback shall be constructed at a foundation height not to exceed eighteen (18) inches above existing grade and shall meet the following design criteria [as provided in this section.]

Response: Shoreline setbacks are provided, as the property is adjacent to lawfully altered shorelines that require 20-foot setbacks. Principal and accessory structures comply with the provisions of this section. There is an existing dock along the southern edge of the site that is located on submerged land owned by the Department of Environmental Protection (DEP) which is leased by Libben Co. per the Submerged Land Lease attached hereto as Appendix P. There are currently 17 dock slips at this dock. The DEP is being petitioned to allow the addition of 10 new slips for a total of 27 slips in a reconfigured "T" style dock design. Refer to the site plan attached as Appendix V. The proposed site complies with provisions of Section 9.5-349.

h. Height, Section 9.5-283

No structure or building shall be developed that exceeds a maximum height of thirty-five feet.

Response: The proposed buildings will not exceed 35' as shown on the attached elevations.

i. Scenic Corridors/ Bufferyards / Street Trees, Sections 9.5-376-378, Section 9.5-366

Section 9.5-376(b). All other development of land, which fronts on U.S. 1, 905 or 904, shall provide a major street buffer in accordance with section 9.5-378.

Response: A Class B Major Street buffer is required along US 1. A Class "A" buffer (Section 9.5-377) is required on the south part of the property. As specified in item 19. of the Letter of Understanding dated May 25, 2006 (Appendix L), the existing plant material (mangroves) fulfills this buffer requirement. Landscaping is provided as shown on the attached Landscape Plan. The proposed redevelopment is consistent with Sections 9.5-376-378 and 9.5-366.

j. Parking and Loading Standards, Section 9.5-351-354

The parking requirement for commercial retail is 3.5 spaces per 1,000 square feet of floor area; for a restaurant is 14 spaces per 1,000 square feet of floor area; for outdoor seating is 7 spaces per 1,000 square feet of floor area; for offices is 3 spaces per 1,000 square feet of floor area; for berths (wet slips) is one space per berth; for dry storage racks is one space per 4 dry storage racks; for charter/guide boats less than 6 passengers capacity is 2 spaces per berth; and for multi-family dwelling units is 1.5 spaces per dwelling unit. For commercial uses, one (1) 10'x 50' loading space is required. Four (4) handicap spaces are required for 76 to 100 parking spaces.

Response: Please refer to the calculations on the following charts for required parking and for shared parking. A total of 178 parking spaces are provided, including 6 handicap spaces. One 11' x 55' loading space is provided. Therefore, the proposed redevelopment is consistent with Section 9.5-351-354.

Parking Analysis					
Usage	Square Footage	Spaces/Units	Required Number of Spaces	Multiplier	Total Spaces
Restaurant - Existing	3895		14.0/1000	0.014	54.53
Outdoor Seating - Existing, Not Currently Accounted For	1240		7.0/1000	0.007	8.68
Retail, Bath house - Existing	849		3.5/1000	0.0035	2.97
Dry Boat Storage - Existing		63	1.0/4	0.25	15.75
Wet Slip Storage - Existing		24	1.0/1	1	24.00
Subtotal Existing					105.93
Retail - New	6933		3.5/1000	0.0035	24.27
Office - New (Old Dive Shop)	947		3.0/1000	0.003	2.84
Dry Boat Storage - New		96	1.0/4	0.25	24.00
Wet Boat Storage - New		10	1.0/1	1	10.00
Charter Boat Storage, Less Than 6 Passengers					
- New		8	2.0/1	2	16.00
Multi-Family Dwelling Units		7	1.5/1	1.5	10.50
Subtotal New					87.61
Total Parking Required					193.54

Shared Parking Analysis									
Usage	Required From Analysis Above	Nighttime		Week		Days		Week	
		Midnight to 6 am		9:00 AM to 4 pm		6:00 PM to Midnight		9:00 AM to 4 pm	
								6:00 PM to Midnight	
Marina	89.75	4.49		62.83		8.98		89.75	1.80
Residential	10.50	10.50		6.30		9.45		8.40	9.45
Office Industrial	2.84	0.14		2.84		0.28		0.28	0.14
Churches	0	0.00		0.00		0.00		0.00	0.00
Commercial Retail	27.24	1.36		16.34		24.51		27.24	19.07
Drinking and Eating/Entertainment/Recreation	63.21	6.32		25.28		63.21		50.57	63.21
Hotel	0	0.00		0.00		0.00		0.00	0.00
All Others	0	0.00		0.00		0.00		0.00	0.00
Total Parking Required	193.54	22.81		113.59		106.43		176.24	93.66

k. Parking Lot Landscaping, Section 9.5-361-362

All off-street parking areas containing more than six 6 spaces shall be landscaped in accordance with the standards set out in section 9.5-362. Mixed Use land use districts require a Class "C" parking lot landscape standard, which requires 430 square feet of planting area including 2 canopy trees, and 5 shrubs per 24 parking spaces.

Response: Landscaping is provided as shown on the Landscape Plan attached as Appendix V. The proposed development is consistent with Section 9.5-361-362.

l. Affordable and Employee Housing, Section 9.5-266

The owner of a parcel shall be entitled to develop affordable and employee housing as defined in section 9.5-4(A-5), on parcels of land classified as Mixed Use (MU) at an intensity up to a maximum net residential density of eighteen (18) dwelling units per acre.

There are 7 affordable/employee housing units proposed for the project which will be affordable rental housing, moderate income. The applicant will apply for 7 Rate of Growth Ordinance (ROGO) allocations in order to construct the units. The project is consistent with Section 9.5-266.

m. Surface Water Management, Section 9.5-293

Response: All surface water will be managed on site as shown in the drainage plan attached as Appendix V, which is consistent with Section 9.5-293. The applicant will revise the existing Environmental Resources Permit per coordination with the Department of Environmental Protection.

n. Wastewater Treatment Criteria, Section 9.5-294

Response: All wastewater will be treated via the sewer treatment plant located on Stock Island operated by Key West Resort Utilities, and is consistent with Section 9.5-294.

o. Flood Plain Management Criteria, Section 9.5-317

New construction or cumulative substantial improvements of any commercial, industrial or non-residential structures within zones A1-30, AE and AH on the community's flood insurance rating map (FIRM) shall have the lowest floor elevated to or above the base flood level.

Response: The property is located in flood zone AE 9, Map #12087C1528. All new construction shall have the lowest floor elevated to or above the base flood level. The proposed redevelopment is consistent with Section 9.5-317.

p. Environmental Performance Standard, Section 9.5-335

Response: This property is designated as disturbed on the Existing Conditions Map and, therefore, a Habitat Evaluation Analysis is not required. A Vegetation Survey for the Conch Contrada parcel is attached as Appendix N.

q. Transplantation Plan, Section 9.5-344

Response: Please see the Vegetation Survey attached as Appendix N.

r. Energy and Conservation Standards, Section 9.5-326

Response: The proposed redevelopment provides for energy conservation in the following ways: (1) provision of bicycle racks, (2) installation of native plants that reduce requirements for water and maintenance (3) roof overhangs and recessed residential units that provide for structural shading; (4) residential units with porch/balconies. The proposed development is consistent with Section 9.5-326.

s. Outdoor Lighting, Section 9.5-391-395

All outdoor lighting shall be designed, located and mounted at heights no greater than: (a) eighteen feet above grade for non-cutoff lights and (b) thirty-five feet above grade for cutoff lights.

All outdoor lighting shall be designed and located such that the maximum illumination measured in foot-candles at the property line shall not exceed three-tenths (0.3) foot-candle for non-cutoff lights and one and five-tenths (1.5) foot-candles for cutoff lights.

All outdoor lighting within twenty-five (25) feet of any body of water shall be cutoff lights and shall not exceed a height of eighteen (18) feet above grade.

Response: Site lighting is shown on the attached site plan and will not exceed the requirements of Section 9.5-391-395.

t. Access Standards, Section 9.5-421

No structure or land shall be developed, used or occupied unless direct access to US 1 or County Road 905 is by way of a curb cut that is spaced at least four hundred (400) feet from any other curb cut that meets the access standards of the Florida Department of Transportation or an existing street on the same side of US 1 or County Road 905.

Response: Direct access to U.S. Highway 1 from the site will be via the driveway located on the site, as shown on the Site Plan attached as Appendix V. The curb cut located at the driveway is at least 400 feet from any other curb cut that meets the access standards of the Florida Department of Transportation or an existing

street on the same side of US1. A deceleration lane for east-bound traffic is provided, as shown on the site plan. The proposed development is consistent with Section 9.5-141.

u. Traffic Study, Section 9.5-426

Any development generating more than 500 trips per day shall submit a report from a licensed traffic engineer indicated that the configuration of the access to US 1 or County Road 905 will maintain a safe traffic flow, or provide a design for a new configuration to be constructed by the developer. In addition, the development shall conduct a study of traffic flows within one (1) mile of their access to US 1 or County Road 905. The study shall make recommendations regarding improvements required to maintain an annual average level of service D within six (6) miles.

Response: A Traffic Impact Report, Level 3 Study, has been completed by Carter & Burgess, Inc. and is included in this application (Appendix Q). The report concludes that "the proposed development will not have an adverse effect on the operating characteristics of US 1, nor will it inhibit the safe flow of traffic traveling through Stock Island. US 1 has adequate capacity to accommodate the traffic impacts generated by the project." (p.21). The proposed redevelopment is consistent with Section 9.5-426. A site vehicle maneuverability plan has been provided and is included as Appendix R.

v. Clear Site Triangles, Section 9.5-427

All entrance drives and street intersections shall provide clear site triangles in both directions as indicated in this section.

Response: As entry to and exit from the site is by the east bound U.S. Highway 1 only, a clear site triangle from the entrance drive on the west side is shown on the attached site plan, which is consistent with Section 9.5-427.

w. Environment Designation Survey, Section 9.5-69

Response: Not applicable.

x. Community Impact Statement, Section 9.5-69

Response: Requirements are addressed throughout this narrative.

y. Handicap Accessibility, Chapter 533, F.S.

Response: The building is handicap accessible via an elevator located on the parking level of the building.

2. Consistency with the Goals, Objectives and Policies of the Year 2010 Comprehensive Plan:

The proposed development is consistent with the goals, objectives and policies set forth in Chapter 3 of the Comprehensive Plan. The following objectives and policies apply to the proposed development.

3.1 Future Land Use

Objective 101.3

Monroe County shall regulate non-residential development to maintain a balance of land uses to serve the needs of the future population of Monroe County.

Response: The proposed redevelopment is consistent with the Comprehensive Plan because it is not new commercial space. The redevelopment of the marina and related commercial retail and added adjacent parcel utilizes existing and vested commercial floor area for the site.

Objective 101.4

Monroe County shall regulate future development to maintain the character of the community and to protect the natural resources by providing for the compatible distribution of land uses consistent with the designations shown on the Future Land Use Map.

Response: The proposed redevelopment is consistent with the Comprehensive Plan because it is in keeping with community character of the area and the existing development on site. The commercial space proposed is not new commercial space as it is vested in the property and is not subject to NROGO. Further, the project seeks to provide affordable/employee housing on site.

Policy 101.4.5

The principal purpose of the Mixed Use/Commercial land use category is to provide for the establishment of commercial zoning districts where various types of commercial retail and office may be permitted at intensities which are consistent with the community character and the natural environment.

Response: The proposed redevelopment is consistent with the Comprehensive Plan because it meets with the character of the surrounding area and is consistent with the purpose of the commercial zoning district to provide these types of uses.

Objective 101.9

Monroe County shall provide for drainage and stormwater management so as to protect real and personal property and to protect and improve water quality.

Response: The proposed redevelopment is consistent with the Comprehensive Plan as shown on the attached drainage and stormwater management plan, Appendix V.

Objective 101.11

Monroe County shall implement measures to direct future growth away from environmentally sensitive land and towards established development areas served by existing public facilities.

Response: The proposed redevelopment is consistent with the Comprehensive Plan because it will utilize a site that is already developed, is served by existing public facilities, and is in a commercially developed area.

Goal 102

Monroe County shall direct future growth to lands which are intrinsically most suitable for development and shall encourage conservation and protection of environmentally sensitive lands.

Response: The proposed redevelopment is consistent with the Comprehensive Plan because it utilizes property that is not environmentally sensitive, which is already disturbed and developed, and is most suitable for redevelopment.

3.3 Traffic Circulation

Goal 301

To provide a safe, convenient, efficient, and environmentally-compatible motorized and non-motorized transportation system for the movement of people and goods in Monroe County.

Response: Access to the site from US Highway 1 will be via an existing driveway on site. Deceleration lanes for both north and south-bound traffic on US Highway 1 are provided (see Site Plan).

3.6 Housing

Goal 601

Monroe County shall adopt programs and policies to facilitate access by all current and future residents to adequate and affordable housing that is safe, decent, and structurally sound, and that meets the needs of the population based on type, tenure characteristics, unit size and individual preferences.

Response: The redevelopment of the site with 7 affordable housing units is consistent with the County's goal to provide affordable housing for Monroe County residents.

3.7 Potable Water

Goal 701

Monroe County shall support FCAA in the fulfillment of their statutory obligation and authority to provide for a safe, high quality and adequate supply, treatment, distribution, and conservation of potable water to meet the needs of present and future residents.

Response: The Florida Keys Aqueduct Authority's existing consumptive use permit which is good until 2007 authorizes the withdrawal of sufficient quantities to meet anticipated demands. The proposed development is not expected to have any effect on potable water withdrawals.

3.8 Solid Waste

Goal 801

Monroe County shall provide for the adequate collection, disposal and resource recovery of solid waste in an environmentally sound and economically feasible manner to meet the needs of present and future County residents.

Response: Pursuant to the 2005 Monroe County Public Facilities Capacity Assessment Report, "The combination of the existing haul-out contract and the space available at the Cudjoe Key landfill provides the County with sufficient capacity to accommodate all existing and approved development for up to sixteen years."

3.9 Sanitary Sewer

Goal 901

Monroe County shall provide for the adequate, economically sound collection, treatment, and disposal of sewage which meets the needs of the present and future residents while ensuring the protection of public health, and the maintenance and protection of ground, nearshore, and offshore water quality.

Response: All wastewater for this site will be treated by the Stock Island sewage treatment facility operated by Key West Resort Utilities.

3.10 Drainage

Goal 1001

Monroe County shall provide a stormwater management system which protects real and personal properties, and which promotes and protects ground and nearshore water quality.

Response: The proposed development will provide a stormwater management system as shown on the attached drainage plan, Appendix V.

Section 9.5-65 (b)

"The conditional use is consistent with the community character of the immediate vicinity of the parcel proposed for development."

Response: The immediate vicinity can be characterized as commercial that fronts US Highway 1. The proposal redevelops the existing marina/commercial space and incorporates and develops the adjacent parcel with marina accessory use. The proposed redevelopment is consistent with the community character of the area.

Section 9.5-65 (c)

"The design of the proposed development minimizes adverse effects, including visual impacts, or the proposed use on adjacent properties."

Response: The planting of landscaping will improve the overall appearance of the site. The boat storage buildings to be constructed will be enclosed on three sides, minimizing the visual impact as seen from US 1 to the north and adjacent property to the east (Cow Key Channel being west of the site), with the area near the storage buildings attractively landscaped.

Section 9.5-65 (d)

"The proposed use will have an adverse effect on the value of the surrounding properties."

Response: The proposed redevelopment will have a positive effect on the value of surrounding properties by improving and increasing the value of the site with the addition of the commercial retail building with 7 affordable housing units; wet slips; the Conch Contrada parcel component and development dry boat storage; parking and landscaping.

Section 9.5-65 (e)

"The adequacy of public facilities and services, including but not limited to roadways, park facilities, police and fire protection, hospital and Medicare services, disaster preparedness program, drainage systems, refuse disposal, water and sewers, judged according to standards from and specifically modified by the public facilities capital improvements adopted in the annual report required by this chapter."

Response: Pursuant to the 2005 Monroe County Public Facilities Capacity Assessment Report public facilities, which include education, solid waste, potable water, parks and recreation and transportation facilities have sufficient capacity to serve anticipated growth.

Section 9.5-65 (f)

"The applicant for conditional use approval has the financial and technical capacity to complete the development as proposed and has made adequate legal provision to guarantee the provision and development of any open space and other improvements associated with the proposed development."

Response: Southfork Development Group, Inc. has the financial and technical capacity to complete the development as proposed.

Section 9.5-65 (g)

"The development will adversely affect a known archaeological, historical or cultural resource."

Response: There are no known archaeological, historical or cultural resources on this site.

Section 9.5-65 (h)

"Public access to public beaches and other waterfront areas is preserved as part of the proposed development."

Response: The redevelopment will not affect public access to any beaches or waterfront areas.

Section 9.5-65 (i)

"The proposed use complies with all additional standards imposed on it by the particular provision of this chapter authorizing such use and by all other applicable requirements of the Monroe County Code."

Response: The proposed redevelopment of the existing marina and the adjacent Conch Contrada parcel as Watermark Marina of Key West complies with all standards per the Monroe County Code.

Construction Management & Phasing Plan

Licensed Monroe County contractors will conduct all work with direct supervision and project management by Southfork Development Group, Inc. Local contractors will be used, whenever possible, as to limit the amount of additional traffic and to support the local economy.

Phasing Plan

Due to the residential ROGO allocations, the applicant is requesting the following construction phasing plan:

Phase 1

Site improvements to include construction of:

1. Boat storage structures.
2. Site infrastructure (underground utilities, stormwater mechanisms, transplantation of native plants).
3. Demolition of CBS structure.
4. Construction of 2-story retail/residential building. The second floor of the structure will be unfinished pending ROGO allocation.
5. Construction of parking lot and installation of landscaping.

Phase 2

Completion of affordable/employee units pending ROGO allocation.

Phase 3

Completion of docks pending DEP permit.

Waste Generation

(I) Construction Disposal and Recycling Plan

Construction & Clearing Debris: The project site is currently developed with a marina. Portions of the site to be redeveloped are primarily scarified. All construction debris will be placed commercial dumpsters owned by local contractors. The plant material will be mulched on site for future use.

(II) Recycling Plan

a. Source Separation

All recyclable containers, glass, aluminum and cardboard will be separated either within the building or at the outdoor recycling area. From there the materials will be removed to local recycling containers provided by the locally contracted company serving Stock Island.

b. Site Plan Location. Please see attached site plan.

c. Quantities. Please see table below. In summary, the total annual recyclable waste created is 13,156 lbs. The total annual yard waste is estimated at 4,000 lbs.

(III) Disposal Plan

a. **Quantities.** Please see Recycling Plan below.

b. All waste brought in to Monroe County transfer sites are transported daily out of the county to a location on the mainland.

Recycling Plan

Waste Generation:

According to Monroe County Recycling, a dumpster holds 142 pounds per cubic yard. A 1,000 square foot commercial development generates 50.0 pounds of waste per week. According to Monroe County Recycling Assistant Director Mike Lawn, a 20 unit multi-family housing development will generate two-yard dumpsters twice a week. A 20-unit development generates 568 lbs. of waste per week. Therefore, the site's 13,708 square feet of commercial development will generate 685 pounds of waste per week, and the seven (7) affordable housing units will generate 199 pounds of waste per week for a grand total of 884 pounds per week or 45,968 pounds per year.

Quantity By Composition

<u>Item</u>	<u>Percentage</u>	<u>Quantity</u>	
		<u>Week</u>	<u>Year</u>
Paper	35%	309 lbs.	16,068 lbs.
Cardboard	20%	177 lbs.	9,204 lbs.
Plastic	25%	221 lbs.	11,492 lbs.
Metals	6%	53 lbs.	2,756 lbs.
Other	14%	124 lbs.	6,448 lbs.

Yard Waste

Estimated @ 5,000 lbs. per year

Recyclables

Assume that 70% of all paper, cardboard, plastic and metals can be recycled. The total recyclables expected are: weekly 532 lbs. and annually 27,664 lbs.

Watermark Marina of Key West - Recycling Plan Assumptions

Density Conversion Figures

Use these approximate conversion figures to convert weight to volume:

News	500 lbs/cu.yd.	Mixed Glass & Cans	330 lbs/cu.yd.
Glass	600 lbs/cu.yd.	(2:1 Ratio)	
Steel Cans	160 lbs/cu.yd.	OCC Uncompacted	250 lbs/cu.yd.
Aluminum Cans	60 lbs/cu.yd.	OCC Compacted	400-600 lbs/cu.yd.
Pet Bottles	30 lbs/cu.yd.	White Ledger Flat	300-450 lbs/cu.yd.
HDPK Bottles	25 lbs/cu.yd.	Crumpled Ledger	110-200 lbs/cu.yd.

Weekly Waste Generation By Occupied Square Foot

Waste Product in Pounds Per

Generator Segment	Occupied Sq.Ft.	Per Week	Per Year
Office		0.05	2.6
Industrial		0.06	3.12
Transportation, Communication & Utilities		0.10	5.2
Retail		0.22	11.44
Wholesale/Warehouse & Distribution (WWA)		0.06	3.12
Public & Institutional (Public)		0.04	2.08

Commercial Waste Quantity and Composition

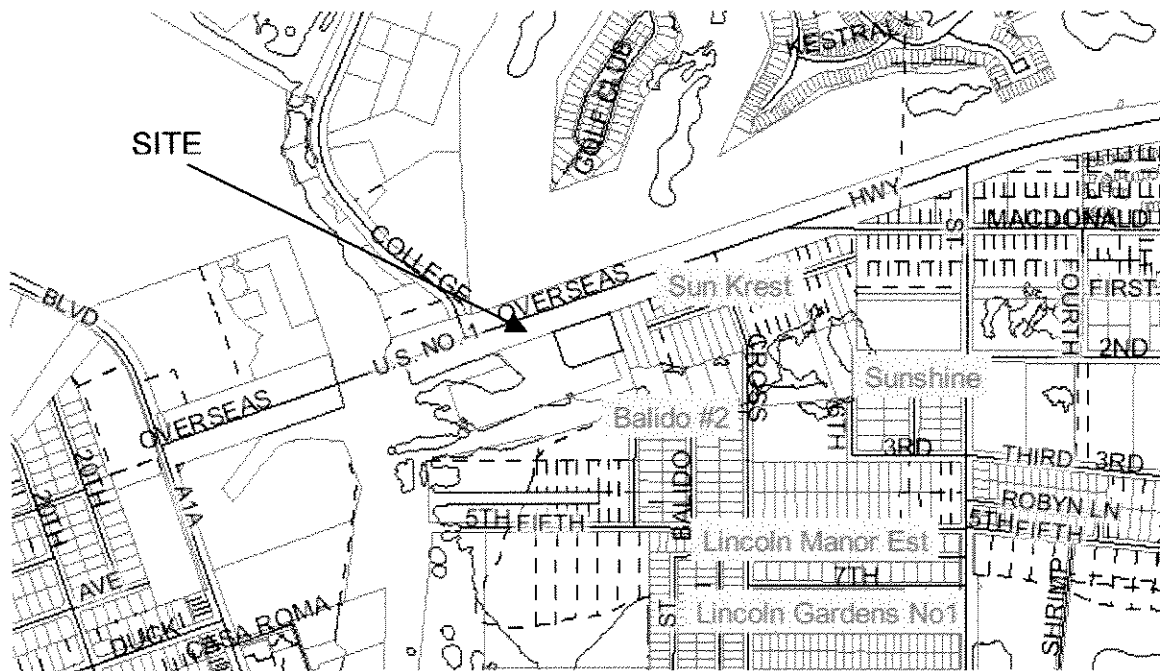
Generator	Paper	Cardboard	Plastic	Metals	Others
Office	65%	15%	6%	2%	12%
Industrial	35%	20%	25%	6%	14%
Transport, Communication & Utilities	20%	15%	15%	5%	45%
Retail	35%	40%	8%	1%	16%
Wholesale/Warehouse & Distribution (WWA)	25%	32%	25%	7%	11%
Public	45%	10%	5%	6%	34%

*Source: Tables from Westchester County's Solid Waste Management Plan, August 1989

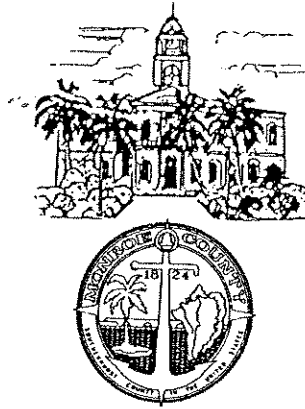
Appendix A

LOCATION MAP

WATERMARK MARINA OF KEY WEST



Appendix B



BOARD OF COUNTY COMMISSIONERS

MAYOR, Shirley Freeman, District 3
Mayor Pro Tem, Jack London, District 2
Wilhelmina Harvey, District 1
Mary Kay Reich, District 5
Keith Douglass, District 4

Monroe County Planning
2798 Overseas Highway
Suite 410
Marathon, FL 33050
(305) 289-2500

December 28, 1995

Mr. Don Craig
The Craig Company
718 Caroline St.
Key West, FL 33040

Re: Key West 1 Marina

Dear Don:

The staff of the Planning and Environmental Resources Departments have examined the above-referenced application and determined that the application is incomplete and cannot be scheduled for the Development Review Committee (DRC) at this time. This letter shall constitute a notice of incompleteness, pursuant to Section 9.5-44 of the Monroe County Land Development Regulations. The following items are required before staff will be able to continue review of the above-described proposal.

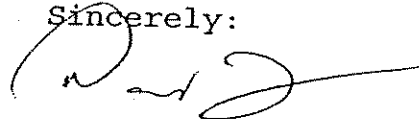
1. The existing structures and uses were established pursuant to the pre-1986 land development regulations (LDRs) and possibly before a building department was established in Monroe County. However, Section 9.5-2(c) provides that uses existing on the effective date of the LDRs which would have been required to obtain a conditional use permit shall be deemed to have such a permit and shall not be considered non-conforming. Note however, that the existing marina may still be non-conforming to some extent if the conditions for marina developments pursuant to Section 9.5-248(c)(4) are not fully met. Also, pursuant to Section 9.5-256, it is appropriate to aggregate the various uses of the proposed development (i.e., retail, restaurant, cottages and the marina) under one development review. Thus, the existing marina development (which would include the associated retail uses) is deemed to have a major conditional use permit and a major conditional use is the most appropriate level of review for proposed expansion.
2. The appropriate fee for the major conditional use is \$3,850. The department has no established fee for review of a development agreement. However, because the agreement would simply be reviewed concurrent with the conditional use application, no additional fee is required. Please provide a check for \$3,850 plus \$50 for Fire Marshall review along with your major conditional use application.



3. Proof of ownership, lease, or pending sale contract is required.
4. Given the complex configuration of the shoreline and wetland areas for this parcel, it will be imperative that we have a survey which reflects a mutually agreed interpretation of these areas. We suggest having the habitat areas tagged and resurveyed such that a permanent, reliable record is created.
5. As a major conditional use, a community impact statement is required. However, given that the upland portion of the parcel is mostly disturbed, an environmental designation survey is not required in this case.
6. Revisions to the site plan are required which indicate:
 - a. The habitat and shoreline designations reflected in the revised survey as per item #4.
 - b. The type of ground cover throughout the site such as paving, gravel, etc.
 - c. The location of a bike rack as required.
7. A list of the property owners within 300 feet of the site.
8. Coordination letters from all appropriate agencies listed in Attachment "A" of the conditional use application.

Please be aware that the above represents only review for completeness of the application. Review for compliance can only be commenced once the application has been deemed complete. Please let us know if we can help in any way.

Sincerely:



David Quigley
Senior Planner

cc. Antonia Gerli, Acting Planning Director
William Miller, Environmental Planner
Bob Herman, Growth Management Director

Appendix C

COUNTY of MONROE
KEY WEST FLORIDA 33040



BOARD OF COUNTY COMMISSIONERS

MAYOR, Shirley Freeman, District 3
Mayor Pro Tem, Jack London, District 2
Wilhelmina Harvey, District 1
Mary Kay Reich, District 5
Keith Douglass, District 4

Planning Department
2798 Overseas Highway
Suite 410
Marathon, FL 33050
(305) 289-2500

January 29, 1996

Don Craig
The Craig Company
718 Caroline Street
Key West, FL 33040

RECEIVED
JAN 30 1996

RE: Proposed renovations to Key West 1 Marina and the minor conditional use application for the Conch Contrata Restaurant, Stock Island

Dear Mr. Craig:

The staff of the Planning and Environmental Resources Departments has reviewed the above-referenced applications and determined that the proposed development will be reviewed as an aggregation of development pursuant to Section 9.5-256 of the Monroe County Land Development Regulations (LDRs). This section reads:

"Any development which has or is part of a common plan or theme of development or use, including but not limited to an overall plan of development, common or shared amenities, utilities or facilities, shall be aggregated for the purpose of determining permitted or authorized development and compliance with each and every standard of this chapter and for the purpose of determining the appropriate form of development review."

The decision to aggregate is based upon the following:

1. the projects share access from US 1;
2. the projects will share a sewage treatment plant;
3. there is a common architectural theme to both proposed developments; and
4. aggregation will allow the proposed developments to share amenities, especially parking, and will reduce the costs of the review process.

In order to proceed with this review it will be necessary for the applicant to provide us with a completed "Application for Development Approval" packet. The application should include surveys, site plans and calculations of open space, floor area

ratio and density based on the aggregation of the two parcels. The aggregated development will require review as a major conditional use which includes an application fee of \$3,850. Since a check was already received in the amount of \$3,025, for the minor conditional use, another check in the amount of \$825 will be required upon submittal of the application.

Pursuant to Sec. 9.5-44, this letter shall also serve as a notification of non-compliance for the proposed Conch Contrata Restaurant. After review by staff, the proposed project was determined to be not in compliance with the following sections of the LDRs:

1.) Section 9.5-351 requires 15 parking spaces per 1,000 square feet of gross floor area. The proposed restaurant has a gross floor area of 7,500 square feet, thus a total of 113 parking spaces is required. The site plan indicates that 103 spaces are provided; however, upon review by staff it has been determined that only 97 spaces are usable.

2.) The handicap parking spaces are not in compliance with Section 9.5-351(f) which requires these spaces to be a minimum of 12 feet in width and extended three (3) feet longer than other spaces. The location of the two handicap spaces in the rear parking lot does not comply with Section 4.6.2 of the Florida Accessibility Code for Building Construction (FAC) which states:

"All spaces shall have access to a curb ramp or curb cut when necessary to allow access to the building served, and shall be located so that users will not be compelled to wheel behind parked vehicles."

3.) Section 9.5-351(b) requires that two rows of parking spaces, angled at 90 degrees, have an aisle width of 22 feet. According to the site plan, the width of the aisle is in compliance with this section; however, it appears that support columns for the building will interfere with the flow of traffic through these aisles. Also, the traffic circulation pattern and access to the site are not clearly marked on the plans.

4.) The plans provided do not show access to the restroom facilities. Pursuant to the Florida Accessibility Code for Building Construction (Sec. 4.17.3), the accessible stall door must swing outward and have a minimum width of 32 inches. These accessibility features need to be clearly shown on the plans.

5.) Section 9.5-281 requires a total side yard setback of 15 feet. The site plan indicates one side yard setback of 5 feet on the eastern side of the property, but does not show the corresponding 10 feet on the western side. The western side yard setback is compromised by the loading space,

access to the parcel from US 1, and access to the restaurant. The purpose of the setback is defeated by allowing the length of the side yard to be paved entirely.

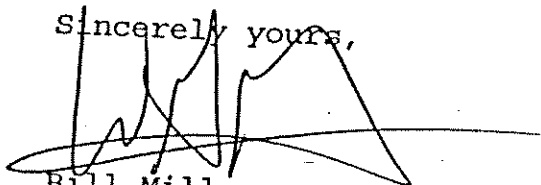
6.) Pursuant to Sec. 9.5-286, as amended by Rule 28-20.025, the required setback for unaltered shorelines is 50 feet. Therefore, the shoreline setback for the rear yard needs to be modified to reflect this change in regulation. Please note that changing this setback will affect the parking and location of the proposed sewage treatment plant. (Note: The County has new criteria for what constitutes an "unaltered shoreline". For more information on unaltered shorelines, please contact Bill Miller, Environmental Planner.)

The plans for the proposed Key West 1 Marina have not been reviewed for compliance since the file is not yet complete. Upon submittal of a complete application for the aggregated development, staff will review the project for compliance with the current LDRs and comprehensive plan policies.

As a reminder, the Year 2010 Comprehensive Plan became effective on January 5, 1996. Therefore, any new policies or regulations, including the non-residential rate of growth ordinance, effective as of the date of plan adoption will be applied during the review of all new commercial development applications.

If you have any questions or if we can be of further assistance, please do not hesitate to call.

Sincerely yours,



Bill Miller
Environmental Planner



Jill M. Jernigan
Development Review Planner

cc: Antonia Gerli, Acting Planning Director

Appendix D



BOARD OF COUNTY COMMISSIONERS

Mayor, Shirley Freeman, District 3
Mayor Pro Tem, Jack London, District 2
Wilhelmina Harvey, District 1
Mary Kay Reich, District 5
Keith Douglass, District 4

received
1/6/97

Planning Department
Suite 410
2798 Overseas Highway
Marathon, FL 33050-2227

December 31, 1996

Mr. Donald Craig
P.O. Box 372
Key West, FL 33041

RE: Key West 1 Marina

Dear Don:

The following facts were agreed to during the meeting on December 17, 1996, between you, Timothy J. McGarry, Jill Jernigan and myself:

1. The County considers the existing marina to be an existing conditional use as per section 9.5-2(c) of Land Development Regulations.
2. Redevelopment of the marina to wit: construction of similar use in new building(s) of the same or smaller size on the parcel would be allowed subject to amendment to the existing conditional use, as have other projects in the County: eg. Worldwide Sportsman and Dion's Market. These new buildings would not be subject to the commercial moratorium because they would be of the same use, intensity and size.
3. The existing building on the site can be remodeled (interior and exterior appearance) subject to the 50% rule as applied for Flood plain management and non-conforming structure purposes through the as of right building permit process without the necessity of conditional use review. This decision also applies to docks so long as the capacity of the docks did not increase as per number of boats.
4. The existing on ground, boat trailer and rack boat storage could be accommodated in a new storage rack or open building. This approval is a modification to a conditional use. The building will not be subject to the commercial rate of growth ordinance.

5. The existing residence on the property may be considered a conforming "commercial apartment" accessory to the existing marina if we can prove that the mobile home was legally placed there or was grandfathered as to use prior to the 1986 plan.
6. There is a possibility that motel units nearby may be transferred to this site consistent with density on the marina site if the units are totally removed from the other location. This possibility is subject to discussions with and directions from the Board of County Commissioners and may require amendments to the code or at the very least an interpretation by the Planning Director prior to proceeding. However, we all agreed that such proposal may be made to the County in may amendment to the conditional use.
7. If it is determined that a natural shoreline exists adjacent to the mangroves on the marina space (or the adjacent parcel owned by Conch Contrata) it may be necessary to obtain a variance from the fifty (50) foot setback found in the Year 2010 Comprehensive Plan. The year 2010 may contain conflicting statements regarding the ability to obtain a variance and whether it is limited to twenty (20) feet.

The vegetative habitats on site must be further delineated by having them marked in the field by a biologist and then shown on a revised survey. The survey with habitats must be submitted with the conditional use application and any building permit for new development.
8. While the existing plans submitted for the project indicate that there will be sufficient parking, there is a presumption that the small isolated mangrove wetland surrounded by development can be partially filled. If this is not the case, which will be determined by the County Environmental Resources Department and State and Federal agencies, then setbacks and other requirements may require a parking variance to be submitted for the development.
9. The planning staff could not comment at this time on the technical merits of a cut in the median on Highway 1 but did indicate that the cut would require close analysis by FDOT and could pose problems to the flow of traffic on the highway.
10. The staff supports a single access point to the Marina and the concept of a shared access with the Conch Contrata parcel.

11. The staff agreed that the adjacent, but separate project "conch Contrata" could proceed as a separate project due to units ownership and size, so long as the shared facilities are limited to the sewage treatment plant and access.

Sincerely,

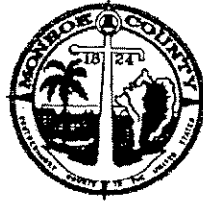


Antonia Gerli, AICP
Development Review
Coordinator

cc: Timothy J. McGarry, AICP
Jill Jernigan, Planner

Appendix E

FILE #1200378
BK#1654 PG#1591



RCD Sep 22 2000 11:31AM
DANNY L KOLHAGE, CLERK

MONROE COUNTY, FLORIDA
MINOR CONDITIONAL USE DEVELOPMENT ORDER #5-99

A DEVELOPMENT ORDER APPROVING THE MINOR CONDITIONAL USE REQUEST OF CONCH CONTRATA, L.C. TO CONSTRUCT ONE (1) 7,500 SQUARE FOOT RESTAURANT, RELOCATE AN EXISTING SEWAGE TREATMENT FACILITY, AND LOCATE A SHARED DRIVEWAY WITH THE ADJACENT PROPERTY TO THE WEST IN THE REQUIRED MINIMUM SIDE YARD ON PROPERTY DESCRIBED AS A PORTION OF LOT 24, SUN KREST SUBDIVISION AND A PORTION OF GOVERNMENT LOT 1, SECTION 34, TOWNSHIP 67 SOUTH, RANGE 25 EAST, STOCK ISLAND, MONROE COUNTY, FLORIDA, MILE MARKER 4. THE LAND USE DESIGNATION IS MIXED USE, AND THE REAL ESTATE NUMBER IS 00132640.000100.

WHEREAS, Conch Contrata, L.C. is the owner of real property described as a portion of Lot 24, Sun Krest Subdivision and a portion of Government Lot 1, Section 34, Township 67 South, Range 25 East, Stock Island, Monroe County, Florida, Mile Marker 4 ; and

WHEREAS, Conch Contrata, L.C. applied for a Minor Conditional Use approval for the construction of one (1) 7,500 square foot restaurant, relocate an existing sewage treatment facility, and locate a shared driveway with the adjacent property to the west in the required minimum side yard on property located in the Mixed Use (MU) land use district; and

WHEREAS, the Development Review Committee (DRC) of Monroe County, Florida, in accordance with the provisions of Sections 9.5-24 and 9.5-68 of the Monroe County Land Development Regulations, met to review the request of Conch Contrata, L.C. for approval of the Minor Conditional Use application on July 22, 1999; and

WHEREAS, the Development Review Committee reviewed the following documents and other information relevant to the Conch Contrata L.C. Minor Conditional Use request:

1. The application for a Minor Conditional Use dated December 10, 1995, including a site plan, floor plan and elevations prepared by Dennis Beebe, Architect and last revised May 13, 1999; Stormwater Management Plan prepared by Frederick H. Hildebrandt last revised June 2, 1999; Boundary Survey prepared by Frederick H. Hildebrandt last revised November 15, 1995; and a landscaping plan prepared by The Craig Company and dated June 3, 1999.
2. The staff report prepared by Barbara Mitchell, Senior Planner, and Ralph Gouldy, Senior Planner Environmental Resources, dated July 8, 1999.
3. Comments by members of the Development Review Committee; and

WHEREAS, based upon the information and documentary evidence submitted, the Development Review Committee adopted the following findings of fact and conclusions of law:

- 1) Based on the Board of County Commissioners Resolution 172-1999, we find that a determination of vested rights has been denied. Therefore, the restaurant will be subject to Policy 101.3.1 of the Year 2010 Comprehensive Plan which states that Monroe County shall maintain a balance between residential and nonresidential development by establishing a nonresidential permit allocation system. Therefore, we conclude that this project is subject to the Comprehensive Plan policies regarding nonresidential development. Furthermore, prior to receiving building permits, the applicant shall receive allocations in the nonresidential permit allocation system.
- 2) Based on the Monroe County Code (MCC) § 9.5-66, we find that the Planning Director can approve a waiver to the minimum yard requirements if the waiver will enhance the ability of the project to meet the general standards for all conditional uses. Based on the survey submitted, we find that the ingress/egress to the site and adjacent property is disorganized and repetitive and would benefit from a shared driveway provided that some or all of the existing ingress/egress points are eliminated. Therefore, we conclude that a sideyard setback waiver is warranted with the submittal of a shared driveway agreement approved by the Monroe County Engineer.
- 3) Based on the site plan submitted, we find that the proposed loading zone is located in a required vehicular travel aisle. Based on the application, we find that the hours of the restaurant will be limited to lunch and dinner service. Therefore, we conclude that the loading zone can be approved as shown provided that the use of the loading zone is limited to hours when the restaurant is closed to patrons.
- 4) Based upon the application submitted, we find that the surface water management plan has not been reviewed by the Monroe County Engineer. Therefore, we conclude that the applicant intends to comply with MCC§ 9.5-293; however, compliance cannot be determined until the Monroe County Engineer approves the proposed plan.
- 5) Based upon the application submitted, we find that the required letters of coordination from the Department of Health (DOH) and/or the Florida Department of Environmental Protection (FDEP) have not been submitted pursuant to the proposed relocation of an existing sewage treatment plant. Therefore, we conclude that the project is not in compliance with MCC§ 9.5-294.
- 6) Based on the site plan submitted, we find that there is insufficient information submitted on the proposed outdoor lighting. Therefore, we conclude that the project is not in compliance with MCC§ 9.5-391.
- 7) Based on the application, we find that the applicant has initiated coordination of the access to the property with Florida Department of Transportation (FDOT). Based on the proposed change of use to restaurant, an access permit by FDOT is required. The applicant has not received this FDOT permit. Therefore, we conclude that compliance with MCC§ 9.5-421 cannot be determined.
- 8) Based on the application submitted, we find that the Construction Waste Management Plan has not been reviewed by the Monroe County Department of Solid Waste. Therefore, we conclude that the applicant intends to comply with MCC§ 8-85; however, compliance

cannot be determined until the Monroe County Department of Solid Waste approves the proposed plan.

- 9) Based on the application submitted, we find that the Recycling Plan has not been reviewed by the Monroe County Department of Recycling. Therefore, we conclude that the applicant intends to comply with MCC§ 8-85; however, compliance cannot be determined until the Monroe County Department of Recycling approves the proposed plan.

WHEREAS, the Conch Contrata L.C. submitted to the Monroe County Planning Department a signed Joint Driveway Easement dated March 10, 2000; and

WHEREAS, the County Engineer has reviewed and approved the Joint Driveway Easement for Conch Contrata L.C. and Historic Seaport, Inc.; and

WHEREAS, the Development Review Committee, based on its findings of fact, recommended to the Director of Planning the approval of the application for Minor Conditional Use submitted by the Conch Contrata L.C.; and

WHEREAS, the Director of Planning has duly considered the recommendation of the Development Review Committee and the information and documentary evidence submitted by the applicant; and

WHEREAS, the record established, the testimonies offered, and the evidence submitted, support the findings of fact adopted by the Development Review Committee; **NOW THEREFORE**,

BE IT RESOLVED BY THE PLANNING DIRECTOR OF MONROE COUNTY, FLORIDA, that:

The application for minor conditional use submitted by the Conch Contrata L.C. to construct one (1) 7,500 square foot restaurant, relocate an existing sewage treatment facility, and locate a shared driveway with the adjacent property to the west in the required minimum side yard on property described as a portion of Lot 24, Sun Krest Subdivision and a portion of Government Lot 1, Section 34 Township 67 South, Range 25 East, Stock Island, Monroe County, Florida is hereby **APPROVED**, with the following conditions:

- 1) No building permit shall be issued until a nonresidential permit allocation system or its equivalent is adopted. Any changes required as part of this allocation permitting process may require further development approval and possibly an amendment to this conditional use approval prior to the issuance of any building permit.
- 2) The Joint Driveway Easement as approved by the County Engineer, between the Historic Seaport Inc. and the Conch Contrata L.C. shall be recorded with the Clerk of the Circuit Court of Monroe County, as a separate instrument, at the time this Development Order is recorded.
- 3) The building permit shall be conditioned to limit the hours that deliveries can be received, and the loading zone used, to those hours when the restaurant is not open to the public.
- 4) Prior to the issuance of a building permit, the County Engineer shall approve the Surface Water Management Plan.

- 5) Prior to the issuance of a building permit, the DOH and/or the FDEP as appropriate shall approve the proposed sewage treatment facility.
- 6) Prior to the issuance of the building permit the proposed outdoor lighting shall demonstrate compliance with MCC§ 9.5-391.
- 7) Prior to the issuance of a building permit, the applicant shall provide an access permit issued by the FDOT.
- 8) Prior to the issuance of a building permit, the Department of Solid Waste shall approve the Construction Waste Management Plan.
- 9) Prior to the issuance of a building permit the Department of Recycling shall approve the Recycling Plan.

Date: 8/4/2000

K. Marlene Conaway
K. Marlene Conaway
Director of Planning

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared K. Marlene Conaway, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

4th WITNESS my hand and official seal in the County and State last aforesaid this
day of August, 2000.

Mayra Tezanos
NOTARY PUBLIC, STATE OF FLORIDA



Mayra Tezanos
Commission # CC 924829
Expires May 19, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

REFERENCE: In the event that this development order constitutes an amendment, extension, variation, or alteration of a previous conditional use permit, that document may be referenced by the following _____ "NONE" _____

NOTICE

Section 9.5-72. (a) of Monroe County Code states that a conditional use permit shall not be transferred to a successive owner without notification to the Development Review Coordinator within five (5) days of the transfer.

Section 9.5-72(a)(1) of the Monroe County Land Development Regulations states that:

"...application for a building permit(s) shall be made within six (6) months of the date of the approval of the conditional use, and all required certificates of occupancy shall be procured within two (2) years of the date of issuance of the initial building permit, or the conditional use approval shall become null and void with no further action required by the county. Approval timeframes do not change with successive owners. An extension of time may be granted only by the planning commission for a period of not to exceed one (1) year and only within the original period of validity."

If this development order is appealed under the Monroe County code or by the Department of Community Affairs, the above time limits shall be tolled until the appeals are resolved.

This instrument shall not take effect for thirty (30) working days following the date of memorialization thereof, and during that time permit shall be subject to appeal as provided in Section 9.5-521(c) of the Monroe County land development regulations. An appeal shall stay the effectiveness of this instrument until resolved.

In addition, please be advised that pursuant to Chapter 9J-1, Florida Administrative Code (FAC), this instrument shall not take effect for forty-five (45) days following the rendition to the Florida Department of Community Affairs. Pursuant to FAC Section 9J-1.003(2), "Development orders shall not be rendered until the time within which to file any local administrative appeals pursuant to local ordinances has expired." During that forty-five days, the Florida Department of Community Affairs may appeal this instrument to the Florida Land and Water Adjudicatory Commission, and that such an appeal stays the effectiveness of this instrument until the appeal is resolved by agreement or order.

Appendix F



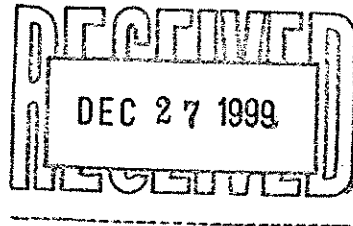
STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

JEB BUSH
Governor

STEVEN M. SEIBERT
Secretary



Date: December 23, 1999

Address: G S Clark Construction - Attn: Timothy Root
513 Whitehead Street
Key West, FL 33040

Re: **Permit #:** 981-1178 **Audit #:** 10518

Owner: Libben Company

Project: Demolition of 600 SF Covered Shed - Construct 381 SF Bath House
w/80 SF Ground Slab and 571 SF Roof

The Department Field Office has received your request for a letter stating that the Department will not appeal the above permit.

The Department will not appeal this building permit pursuant to Section 380.07, Florida Statutes. While the Department will not appeal this development order under its statutory authority, the development order is still subject to the local administrative appeal provisions of Section 9.5-521, Monroe County Code. Accordingly, please provide the Monroe County Building Department with a copy of this letter in order to determine when you may begin construction.

This letter is not intended to constitute, and shall not be construed as constituting, a verification of compliance with the Monroe County Comprehensive Plan and Land Development Regulations, and shall not be relied upon as a precedent or a waiver of rights regarding any other development order issued by Monroe County.

Plans are available to be picked up from this office up to three months following the date received. If you would like your plans returned to you, please contact this office to make arrangements.

Sincerely,

Rebecca Jetton
Planning Manager
Phone: (305) 289-2402

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100
Phone: 850.488.8466/Suncom 278.8466 FAX: 850.921.0781/Suncom 291.0781
Internet address: <http://www.dca.state.fl.us>

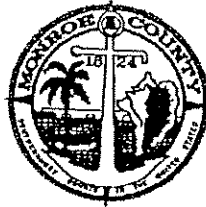
FLORIDA KEYS
Area of Critical State Concern Field Office
2796 Overseas Highway, Suite 212
Marathon, Florida 33050-2227

GREEN SWAMP
Area of Critical State Concern Field Office
205 East Main Street, Suite 104
Bartow, Florida 33830-4641

Appendix G

County of Monroe

Planning Department
2798 Overseas Highway
Suite 410
Marathon, Florida 33050
Voice: (305) 289 2500
FAX: (305) 289 2536



Board of County Commissioners

Mayor Shirley Freeman, Dist. 3
Mayor Pro Tem George Neugent, Dist. 2
Commissioner Wilhelmina Harvey, Dist. 1
Commissioner Nora Williams, Dist. 4
Commissioner Mary Kay Reich, Dist. 5

March 15, 2000

Mr. Tim Root
Historic Seaport District, Inc.
404 Margaret Street
Key West, FL 33040

**SUBJECT: PRE-APPLICATION MEETING LETTER OF UNDERSTANDING FOR US
1 MARINA, Stock Island, Real Estate Number**

Dear Mr. Root:

Pursuant to Section 9.5-43 of the Monroe County Code, Amended, this document shall constitute a letter of understanding. On February 10, 2000, a pre-application conference regarding the above referenced project was held in the Marathon Planning Department office.

Attendees at the meeting included Tim Root and Fred Skomp (hereafter referred to as "the applicant"); Ed Koconis, Development Review Senior Administrator, Ralph Goulby, Environmental Resources Senior Planner, and Barbara Mitchell, Development Review Senior Planner (hereafter referred to as the "Planning Staff") for the Planning Department.

Materials presented for review prior to meeting included:

- a) Conceptual Site Plan prepared by Dennis A. Beebe, Architect.; and
- b) Survey prepared by Frederick Hildebrandt; and
- c) Pre-application Conference request form.

At the meeting, the following items were discussed and/or agreed upon:

- 1) The applicant is interested in redeveloping the referenced property. They would like to use the existing commercial floor area and either renovate the existing buildings or construct new structures to accommodate a Dive Shop, Bait and Tackle, Retail Seafood, Restaurant and Bar, Boat Rentals and miscellaneous
- C:\WINNT\Profiles\mitchell-barbara\Desktop\LOU's\US1 Marina.doc

marine related services. In addition, they propose to construct a new boat storage building to replace existing outdoor storage and boat racks.

- 2) The property is located on Stock Island at Cow Key Channel. The current land use district is Mixed Use. The property designation on the Future Land Use Map (FLUM) is Mixed Use/Commercial. The proposed project is in compliance with both the current land use and the FLUM.
- 3) The survey provided did not enumerate the upland portion of the parcel. For purposes of this letter, Staff has estimated the upland portion to be approximately 2.0 acres. The redevelopment proposed by the Applicant will require that the Boundary Survey enumerate the exact upland portion of the parcel.
- 4) Redevelopment of this site will include the removal and relocation of the existing commercial floor area. To assist the Applicant in developing their plans, the following chart summarizes the amount of floor area available for redevelopment.

Existing Structure/Current Use	Square Footage
Building "A" /Dive Shop	1,307
Covered Attachments to Building "A"	600
Frame Shed adjacent to Building "A"	85
Building "B"/ "Jungle Tours"	1,453
Building "C"/ Easternmost Structure	1,636
Covered Shed east of Mangrove Island	520
Frame Shed adjacent to Marina	100
Marine Workshop Structure	950
Total Square Footage Available for Redevelopment	6,651

- 5) The applicant presented a Conceptual Site Plan for review and discussion. The Site Plan included the following structures:

Proposed Structure & Use	Square Footage
Bar & Restaurant	2,760
Retail Seafood Market	1,636
Bathroom & Shower Facilities	660
Boat Barn	3,920
Frame Shed adjacent to Marina	100
Assorted Decks & Dock Area (accessory uses)	N/A
Total Floor Area (square footage) Proposed for Redevelopment	9,076

The area proposed for redevelopment exceeds the existing commercial floor area by 2,425 square feet. In December 1996, the Planning Department discussed with the applicant the redevelopment of this marina. As part of the letter that resulted from this meeting, the Planning Department stated:

"4. The existing on ground, boat trailer and rack boat storage could be accommodated in a new storage rack or open building... The building will not be subject to the commercial rate of growth ordinance."

Unfortunately, the basis for determining the exact square footage for the proposed boat storage building has not been included in the December letter. The Applicant shall provide documentation to substantiate the size of the proposed boat barn. This documentation shall verify that the proposed structure replaces existing permitted boat storage that existed on January 4, 1996.

- 6) An island of existing mangroves, located in the center of the marina property, was discussed. The applicant and staff agreed that a letter of current site conditions was required to determine the extent and nature of these wetlands and to determine the required setbacks. If the wetlands can not be mitigated, then a fifty foot setback is required. The applicant proposed replanting the wetland plants in an area adjacent to the existing marina identified on the survey as "low cleared area". The applicant agreed to remove the existing abandoned vehicles, trailers, etc. that are currently located in this area.
- 7) Staff determined that the shoreline adjacent to the existing boat ramp has been substantially filled and is considered altered with a corresponding 20' setback from mean high water. The shoreline adjacent to the existing boat basin, including the dock area, is considered altered with a 20' setback. The mangrove wetland area covering the south and west portions of the property require a 50' setback for development.
- 8) As part of the redevelopment, a Class C buffer is required for separation from the established residential use located to the south of the marina. Although the existing native vegetation may satisfy this requirement, the County biologist will make this determination. A Class B Major Street buffer is required along US 1. Class C Parking Lot Landscaping will be required in accordance with Monroe County Code §9.5-362.
- 9) The exact number of parking spaces required cannot be determined as part of this letter. The required parking will be determined based on the following standards:

Restaurant	15 per '000 square feet
Commercial Retail	3 per '000 square feet
Marina:	
Wet Slip	0.67 per slip

Dry Slip	0.25 per slip
Boat Ramp	1 per ramp
Charter Boat (< 6 passengers)	4 per boat

Handicap accessible spaces are required based on the total number of parking spaces provided.

- 10) The redevelopment proposed by the Applicant will require an amendment to a major conditional use. An amendment to a major conditional use is a public hearing by the Planning Commission. From the receipt of the completed application, the process requires approximately two months. The application fee is \$1,850.00 plus \$50.00 Fire Marshal fee.

Pursuant to Sec. 9.5-43 of the Monroe County Land Development Regulations, you are entitled to rely upon the representations set forth in this letter of understanding as accurate under the regulations currently in effect. However, the Planning Department acknowledges that all items required as part of the application for development approval may not have been addressed at the February 10, 2000 meeting and consequently reserves the right for additional departmental comment.

We trust that this information is of assistance. If you have any further questions regarding the contents of this letter, or if we may further assist you with your project, please feel free to contact our offices at (305) 289-2500.

Very truly yours,



K. Marlene Conaway
Planning Director

Cc: Ervin Higgs, Property Appraiser
Timothy J. McGarry, AICP, Director Growth Management
Edward Koconis, AICP, Sr. Administrator Development Review
Kim Ogren, Sr. Administrator Comprehensive Plan
Barbara Mitchell, Sr. Planner, Development Review
Ralph Gouldy, Sr. Planner, Environmental Resources

Appendix H

County of Monroe

Environmental Resources Department
2798 Overseas Highway, Suite 430
Marathon, Florida 33050-2227
Voice: (305) 289 2537
FAX: (305) 289 2536
JHobbs@mail.state.fl.us



Board of County Commissioners
Mayor Shirley Freeman, Dist. 3
Mayor Pro Tem George Neugent, Dist. 2
Commissioner Wilhelmina Harvey, Dist. 1
Commissioner Nora Williams, Dist. 4
Commissioner Mary Kay Reich, Dist. 5

March 20, 2000

Mr. Tim Root
Historic Seaport District, Inc.
404 Margaret St.
Key West, FL 33040

REF: RE# 00123510-000000 on Stock Island

Dear Mr. Root:

I am responding to your request for a delineation of wetlands on the above lot. A site visit was made on 2-18-00 and it was determined that the lot does contain wetlands. Furthermore, these wetlands are classified as having moderate functional capacity as outlined below and are suitable for development with appropriate mitigation.

In 1998, the Environmental Resources Department completed a study (ADID, or Advance Identification) of wetlands in Monroe County. A portion of the study included the design of a method to "score" wet lots and assign a numeric value which reflects the quality of the wetland. Using this scoring method (called KEYWEP, or Keys Wetland Evaluation Procedure), your lot received a value of 5.1. In July of 1999, the Monroe County Board of Commissioners voted to adopt regulations which allow for development (with appropriate mitigation) in low and moderate functional capacity disturbed wetlands. Section 9.5-347(d)(5)(b)(1)(c) of the Wetland Development Regulations (see attached) designates wetlands with a KEYWEP score of greater than or equal to 4.6 and less than 7.0 as moderate functional capacity wetlands. The score for your lot of 5.1 places it within this moderate functional capacity designation and indicates that this property is suitable for development with appropriate mitigation.

Final approval by the Florida Department of Community Affairs of the County Wetland Development Regulations was received in September of 1999. As a result, the Environmental Resources Department is now processing applications for development in disturbed wetlands. You should proceed as follows:

- As soon as your development plans are available, you should submit a Joint Application to the Florida Department of Environmental Protection (FDEP) and the U.S. Army Corps of Engineers (ACOE). These agencies must review any development within wetlands and the review process for this Joint Application will generally take more time than will the application for mitigation/development to Monroe County. While you may begin the County application process at the same time, *we cannot complete your mitigation application or issue a development permit until FDEP/ACOE review is complete* (see Mitigation application). You should also be aware that FDEP and ACOE are governed by

different regulations than Monroe County and are not bound by County recommendations of buildability or mitigation.

- Since your delineation has been completed, you may now submit an Application for Mitigation to Monroe County. This may be done at the same time you submit your development application to the County. While Off-Site Mitigation is the choice of most applicants, On-Site Mitigation may also be applicable to your lot. Please see the Wetland Development Regulations for descriptions of the mitigation types available. Along with this application you must submit documentation from the FDEP/ACOE indicating what mitigation they have required. The Biologist will then inform you of any fees due to the Monroe County Restoration Fund [please see §9.5-347(d)(5)(c)(3)(c)(2) of the enclosed regulations] or of the acreage required for On-Site Mitigation. *All mitigation requirements must be met before any development permit will be issued by Monroe County.*

The mangrove wetland finger in question is near the center of the property and is highlighted on the attached portion of your site survey. Based on my site visit and using the survey which you provided, I have calculated the square footage of wetlands to be 5,800 square feet. If you would prefer an exact determination, I will be happy to flag the wetland and you may have a surveyor determine the exact square footage. Using the figure of 5800 square feet I have calculated Monroe County mitigation as follows:

- Should you choose off-site mitigation, the total due to the County Restoration Trust Fund would be \$7,772 at the current restoration schedule. This restoration schedule is determined by the U.S. Army Corps of Engineers and is subject to change.
- I understand that you are interested in restoring/preserving a portion of your property as on-site restoration. Should you choose on-site restoration, a total of 5800 square feet of low or moderate functional capacity wetland would need to be restored to the condition of a high functional capacity wetland. Restoration usually involves excavation as well as planting of native wetland vegetation. The restoration plan must be approved by the Director of Environmental Resources prior to issuance of a development permit, all restoration must be completed prior to issuance of a Certificate of Occupancy, and a Grant of Conservation Easement must be placed on the restored wetland area to run with the land. This means that at no time can the restored wetland area be developed by you or any subsequent property owner. In addition, wetland setbacks will apply to the restored wetland area for all future development.

If you have questions regarding this particular lot, the Wetland Development Regulations, or the application procedures, please do not hesitate to contact me at (305)289-2537. If you have questions for the Florida Department of Environmental Protection or the Army Corps of Engineers, their phone numbers and addresses have been included in both the Applications for Mitigation.

Respectfully,



Jeanette F. Hobbs
Biologist/Coordinator

cc: Timothy McGarry, Director of Growth Management
Ralph Gouldy, Acting Director of Environmental Resources
Marlene Conaway, Director of Planning
Dianna Stevenson, Team 3 Biologist
Barbara Mitchell, Sr. Development Review Planner
Ervin A. Higgs, Property Appraiser
Randy Grau, FDEP Marathon
Vic Anderson, U.S. ACOE Marathon

Enclosures: Wetland Development Regulations
Wetland Delineation Application
Mitigation Application



U.S. 1 Marina RE# 00123510-000000			
U.S. Highway No. 1, Stock Island, Key West, FL			
BOUNDARY SURVEY			Dwn No: 99-287
Scale: 1"=40'	Ref. 114-42	Flood panel No. 1728 H	Dwn. Br F.M.H.
Date: 4/12/95	file	Flood Zone: AF	Flood Elev. g'
REVISIONS AND/OR ADDITIONS			
5/1/95: REVISE MANGROVE, FIRM		9/2/99: Certification	
11/15/95: Legal Description, out Parcel			
5/25/99: Updated			

FREDERICK H. HILDEBRA
ENGINEER PLANNER SURVE

3150 Northside Drive
Suite 101
Key West, FL 33040
(305) 293-0466
Fax. (305) 293-0237

Appendix I

PLANNING COMMISSION RESOLUTION #P82-00⁺

A RESOLUTION BY THE MONROE COUNTY PLANNING COMMISSION **APPROVING** THE REQUEST OF HISTORIC SEAPORT DISTRICT INC. FOR AN AMENDMENT TO A MAJOR CONDITIONAL USE TO REDEVELOP AN EXISTING MARINA INCLUDING DEMOLITION OF 4,331 S.F. OF NONRESIDENTIAL FLOOR AREA AND TO CONSTRUCT ONE 3,895 S.F. RESTAURANT (2,260 S.F. ADDITION TO AN EXISTING 1,245 S.F.), ONE COMMERCIAL RETAIL SHOP (576 S.F.), ONE DIVE SHOP (850 S.F.), ONE WORKSHOP (209 S.F.) AND ONE COVERED STORAGE FOR A MAXIMUM OF 63 BOATS (5,880 S.F.) ON PROPERTY DESCRIBED AS A PART OF GOVERNMENT LOT 1, SECTION 34 AND A PART OF GOVERNMENT LOT 4, SECTION 35, ALL IN, TOWNSHIP 67 SOUTH, RANGE 25 EAST, STOCK ISLAND, MONROE COUNTY, FLORIDA, MILE MARKER 4.5. THE LAND USE DESIGNATION IS MIXED USE AND THE REAL ESTATE NUMBER IS 00123510.000000.

WHEREAS, during a regular meeting held on November 16, 2000, the Monroe County Planning Commission conducted a public hearing on the request filed by Historic Seaport Inc. for an amendment to a major conditional use to redevelop an existing marina including demolition of 4,331 s.f. of nonresidential floor area and to construct one 3,895 s.f. restaurant (2,260 s.f. addition to an existing 1,245 s.f.), one commercial retail shop (576 s.f.), one dive shop (850 s.f.), one workshop (209 s.f.) and one covered storage for a maximum of 63 boats (5,880 s.f.); and

WHEREAS, the proposed development is located on property described as a part of Government Lot 1, Section 34, and a part of Government Lot 4, Section 35, all in Township 67 South, Range 25 East, Stock Island, Monroe County, Florida, Mile Marker 4.5; and

WHEREAS, the above described property is located in the Mixed Use (MU) land use district; and

WHEREAS, the Planning Commission was presented with the following evidence, which by reference is hereby incorporated as part of the record of said hearing;

1. The Amendment to a Major Conditional Use Application, including Site Plan (last revised on 12/22/2000), Landscape Plan, Floor Plans and Elevations, and Signage and Site Lighting prepared by Island Color and dated 9/18/2000; and
2. Boundary Survey prepared and sealed by Frederick Hildebrandt dated 5/25/2000; and
3. Drainage Plan prepared by Allen Perez dated 9/18/2000; and

4. The staff report prepared by Barbara Mitchell, Senior Planner, and Ralph Goulby, Senior Administrator Environmental Resources dated 10/26/2000; and
5. The sworn testimony of the Growth Management Staff; and
6. Presentation by Nick Mulick and Don Craig; and
7. The comments of John Wolfe, Planning Commission Counsel; and

WHEREAS, the Planning Commission has made the following Findings of Fact and Conclusions of Law based on the evidence presented:

- 1) Based on the URS letter of November 10, 2000 from the Monroe County traffic engineer, we find that the Level III Traffic Study has been approved. Therefore, we conclude that compliance with Section 9.5-426 Monroe County Land Development Regulations has been demonstrated.
- 2) Based on the application, we find that the proposed workshop and 576 s.f. commercial retail shop are located below base flood. Therefore, we conclude that the project is not in compliance with Section 9.5-317 of the Monroe County Land Development Regulations.
- 3) Based on the submitted materials, we find that the reported open space of 80,385 s.f. is inconsistent with the Site Plan. Although Staff calculations indicate compliance with Section 9.5-335 Monroe County Land Development Regulations, we conclude that the stated open space is inaccurate.
- 4) Based on the application, we find that the proposed boat storage racks are enclosed on three sides. Based on MCC Section 9.5-4(F-9), we find that the proposed boat storage building is not floor area. Therefore, we conclude that the application does not increase existing nonresidential floor area and is in compliance with Objective 101.3 of the Monroe County Year 2010 Comprehensive Plan.
- 5) Based on the submitted materials, we find that the Surface Water Management Plan is inconsistent with the Site Plan and must be approved by the County Engineer. Therefore, we conclude that compliance with Section 9.5-293 Monroe County Land Development Regulations is to be determined.
- 6) Based on the submitted materials, we find that the Department of Environmental Protection (DEP), Army Corps of Engineers (ACOE), and Monroe County permits to fill mangrove wetlands have not been obtained. Therefore, we conclude that compliance with Sections 9.5-335 and 9.5-345 Monroe County Land Development Regulations are to be determined.

- 7) Based on MCC§ 9.5-66, we find that the Planning Commission can approve a waiver to the minimum yard requirements if the waiver will enhance the ability of the project to meet the general standards for all conditional uses. Based on the access to the site and the location of existing buildings, we find that the safety of the site will be improved with the changes to the Site Plan dated December 22, 2000. Therefore, we conclude that a front yard setback waiver is warranted with the Site Plan dated December 22, 2000.
- 8) Based on the application, we find that the Florida Department of Transportation has not provided written verification of the proposed changes to US 1 and the access to the site. Therefore, we conclude that compliance with Section 9.5- 421 of the Monroe County Land Development Regulations has not been demonstrated.
- 9) Based on the application, we find that a letter of coordination from the Monroe County Fire Marshal has not been received. Therefore, we conclude that that adequacy of fire protection has not been demonstrated; and

WHEREAS, on November 24, 2000, the Planning Department received a letter of coordination from the Monroe County Fire Marshall's Office; and

WHEREAS, the Planning Commission Resolution was not to be granted until the receipt of permits from the Florida Department of Environmental Protection, the Army Corps of Engineers, and the Florida Department of Transportation; and

WHEREAS, on January 7, 2002, the Planning Department received a Consolidated Environmental Resources Permit from the Florida Department of Environmental Protection concerning the installation of 62.5 linear feet of commercial dock and remove two sections of an existing dock within a canal, fill approximately 5,800 sq. ft. of isolated mangrove wetlands, and construct a stormwater treatment system. Permit Number 4-0173118-002-ES has been issued to fill the mangrove wetlands as requested in this conditional use application; and

WHEREAS, on January 7, 2002, the Planning Department received a Notice of Authorization from the Army Corps of Engineers concerning permission to fill 0.10 acres of wetlands, construct parking lots and water management structures as well as to construct a 62.5-foot long dock addition. Permit Number 200004709 (IP-BP) has been issued to fill the mangrove wetlands as requested in this conditional use application; and

WHEREAS, on January 23, 2002, the Planning Department received a Notice of Intent to Issue Permit from the Florida Department of Transportation concerning the construction of a deceleration lane on FDOT right-of-way. The FDOT permit will be issued when development approval from the local government body has been shown;
NOW THEREFORE,

BE IT RESOLVED BY THE PLANNING COMMISSION OF MONROE COUNTY, FLORIDA, that the preceding Findings of Fact and Conclusions of Law support its decision to **APPROVE** the request of Historic Seaport Inc. for an amendment to a major conditional use to redevelop an existing marina including demolition of 4,331 s.f. of nonresidential floor area and to construct one 3,895 s.f. restaurant (2,260 s.f. addition to an existing 1,245 s.f.), one commercial retail shop (576 s.f.), one dive shop (850 s.f.), one workshop (209 s.f.) and one covered storage for a maximum of 63 boats (5,880 s.f.) on property described as a part of Government Lot 1, Section 34, and a part of Government Lot 4, Section 35, all in Township 67 South, Range 25 East, Stock Island, Monroe County, Florida, Mile Marker 4.5 subject to the following conditions:

- 1) The boat storage racks shall be limited to the storage of 63 boats.
- 2) The Surface Water Management Plan must be approved by the County Engineer prior to issuance of a building permit.
- 3) Monroe County wetland fill permit must be obtained prior to the issuance of a building permit.

PASSED AND ADOPTED by the Planning Commission of Monroe County, Florida, at a regular meeting held on the 11th day of December 2000.

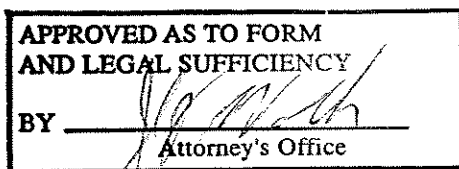
Chair Mapes
Commissioner Marr
Commissioner Werling
Commissioner Hill

YES
absent
YES
YES

Planning Commission of
Monroe County, Florida

By *David C. Ritz*
David C. Ritz, Chair

Signed this 6th day of February, 2002.



MONROE COUNTY
OFFICIAL RECORDS

Appendix J

RESOLUTION #P03-03

A RESOLUTION BY THE MONROE COUNTY PLANNING COMMISSION **APPROVING** THE REQUEST OF HISTORIC SEAPORT DISTRICT, INC. FOR AN 5SRX (RESTAURANT – NO PACKAGE SALES) ALCOHOLIC BEVERAGE PERMIT ON PROPERTY LOCATED AT MM 4.4 OVERSEAS HIGHWAY, STOCK ISLAND, FLORIDA AND LEGALLY DESCRIBED AS PART OF LOTS 24 AND 25 OF SUN KREST SUBDIVISION. THE LAND USE DESIGNATION IS MIXED USE (MU) AND THE REAL ESTATE NUMBER IS #00123510.000000.

WHEREAS, during a regular meeting held on January 8, 2003, the Monroe County Planning Commission conducted a public hearing on the request filed by Historic Seaport District, Inc. for an 5SRX (Restaurant – no package sales) alcoholic beverage use permit; and

WHEREAS, the proposed development is located on property legally described as part of Lots 24 and 25, Sun Krest Subdivision and having the Real Estate Numbers #00123510.000000; and

WHEREAS, the above described property is located in the Mixed Use (MU) land use district; and

WHEREAS, the Planning Commission was presented with the following evidence, which by reference is hereby incorporated as a part of the record of such hearing:

1. Alcoholic Beverage Use Permit Application, received by the Monroe County Planning Department on November 15, 2002; and
2. The staff report prepared by Robert Will, Planner dated November 25, 2002; and
3. The sworn testimony of the Growth Management Staff; and
4. The comments of Nick Mulick, counsel for the applicant; and
5. The comments of Barbara Mitchell of The Craig Company, agent for the applicant; and
6. Comments by John Wolfe, Planning Commission Counsel; and

WHEREAS, the Planning Commission has made the following Findings of Facts and Conclusions of Law based on the evidence presented:

1. Based on the site plan and land use district maps, we find that the proposed alcoholic beverage is to be used by the applicant in their proposed restaurant expansion, and that the use

is compatible with the Mixed Use (MU) zoning of this property pursuant to Monroe County Code, Section 19-218(g) as well as with the character of the surrounding commercial uses; and

2. Based on the application, site plan and testimony of staff, we find that the property has received approval for mixed use redevelopment as a marina, restaurant expansion, commercial retail shop, dive shop, workshop and boat storage by the Monroe County Planning Commission (PC Resolution #P82-00). Because the redevelopment plans have received major conditional use approval for the proposed construction, staff concludes that no impacts in excess of what has been permitted in Resolution #P82-00 upon access, traffic generation, road capacity, utilities, community facilities, and public services will result in an from the approval of this request; and

3. Based on the application, site plan and testimony of staff, we find that the property will be brought into compliance with the restrictions and requirements of the Monroe County Land Development Regulations (LDRs) to the greatest extent possible upon completion of the requirements of PC Resolution #P82-00, and Monroe County Building Permit #02-1-0691. Therefore, we conclude that the property will be in compliance with the county restrictions and requirements to the greatest extent possible upon completion of the projected redevelopment.

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF MONROE COUNTY, FLORIDA, that the preceding Findings of Fact and Conclusions of Law support its decision to **APPROVE** the request of Historic Seaport District, Inc. for an 5SRX alcoholic beverage special use permit with the following condition:

1. All conditions of the development order, planning commission resolution and building permit will receive final inspection, and a Certificate of Occupancy for the premises shall be issued prior to the use of the property for the sale of any alcoholic beverages.

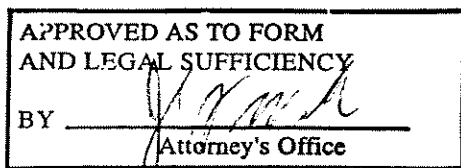
PASSED AND ADOPTED by the Planning Commission of Monroe County, Florida at a regular meeting held on the 8th day of January 2003.

Chair Ritz	<u>Yes</u>
Vice-Chair Werling	<u>Yes</u>
Commissioner Margalli	<u>Yes</u>
Commissioner Putney	<u>Yes</u>
Commissioner Coleman	<u>Yes</u>

PLANNING COMMISSION OF
MONROE COUNTY, FLORIDA

BY David C. Ritz
David C. Ritz, Chair

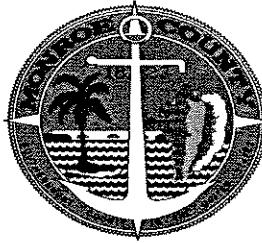
Signed 12th day of Feb., 2003.



Appendix K

PLANNING DEPARTMENT

2798 Overseas Highway
Suite 400
Marathon, Florida 33050
Voice: (305) 289-2500
FAX: (305) 289-2536

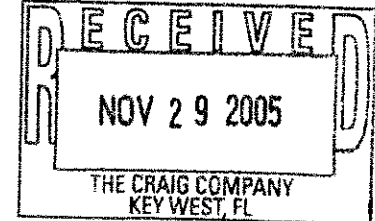


BOARD OF COUNTY COMMISSIONERS

Mayor Murray E. Nelson, District 5
Mayor Pro Tem, Charles McCoy, District 3
Comm. Dixie M. Spehar, District 1
Comm. George Neugent, District 2
Comm. David P. Rice, District 4

November 22, 2005

Barbara Mitchell
P.O. Box 970
Key West, FL 33041



Subject: PRE-APPLICATION MEETING LETTER OF UNDERSTANDING FOR HURRICANE HOLE AND NEIGHBORING CONCH CONTRADA, STOCK ISLAND, RE#'S 00132640-000100 AND 00123510-000000.

Dear Mrs. Mitchell:

Pursuant to Section 9.5-43 of the Monroe County Code (MCC), this document shall constitute a letter of understanding. On August 19, 2005, a pre-application conference regarding the subject property was held in the Monroe County Planning Department in Marathon.

Attendees at the meeting included Timothy Root, Fred Scomp, Allen E. Perez, PE & D and Barbara Mitchell (hereafter referred to as the "Applicant"); Aref Joulani, Senior Administrator of Development Review and Design, Clarence Feagin, Senior Planner, Heather Beckmann, Senior Planner and Andrew Trivette, Senior Biologist (hereafter collectively referred to as "Staff" for the Planning Department).

Materials presented prior to the meeting included:

1. Pre-application Conference Request Form; and
2. Legal Description; and
3. Business Lease between Libben Company, Conch Contrada, L.C. and Historic Seaport District, Inc. dated 07/13/04; and
4. Property Record Cards dated 4/25/05; and
5. Permit history.

Items discussed at the meeting included:

1. The applicant is interested in expanding Hurricane Hole Marina by leasing for the next thirty (30) years the immediately adjacent property commonly known as "Conch Contrada". The expansion is to include an additional 4,800 square foot enclosed boat storage for 60 boats, two buildings housing a retail boat sales, ship's store and boat repair (3,900 square feet for retail boat, ships and boat repair stores), plus four affordable housing units.

2. The properties are located in the Mixed Use (MU) land use district and the Future Land Use Map designation is Mixed Use/Commercial (MC).
3. According to the pre-application conference request form, the size of the combined parcels is 5.36 acres, of which 3.34 are upland or 145,490 square feet.
4. Conch Contrada has the benefit of an amended settlement agreement between Conch Contrada, L.C. and Monroe County dated 03/19/03. The settlement agreement states that "Monroe County agrees to process promptly upon submittal the application for building permit by Conch Contrada or its assigns for construction of one 7,500 square foot medium-intensity, mixed use, retail, and/or office/professional use facility in ROGO Year 13 or 14 (July 14, 2005-July 13, 2006)." This portion of the agreement alleviates the applicant's requirement to apply for an NROGO allocation for up to 7,500 square feet on the Conch Contrada parcel during the aforementioned time period.
5. The applicant is interested in using some of the allocation from Conch Contrada to neighboring Hurricane Hole. The Land Development Regulations do not provide a mechanism for the transfer of an allocation of floor area but rather for the transfer of floor area. Settlement agreements run with the land however, since the two parcels are under the same lease period and are to act as one parcel under a conditional use, then the allocation from Conch Contrada to Hurricane Hole shall not be considered a transfer and Hurricane Hole may utilize the floor area allocation from Conch Contrada.
6. The conditional use approval shall tie the two parcels together as one. Any separation of the two parcels shall constitute an amendment to the conditional use. In the event that the parcels are separated in the future, any floor area from the Settlement Agreement used on the Hurricane Hole parcel shall relinquish the rights from the Conch Contrada parcel.
7. Major Conditional Use P82-00 was approved for Hurricane Hole in 2000 for one restaurant (3,895 square feet), one commercial retail shop (576 square feet), one dive shop (1,000 square feet per a minor deviation), and covered storage for 63 boats (5,880 square feet). An existing CBS frame building (975 square feet) and an existing bathhouse (393 square feet) existed and still exist on site prior to the conditional use. In total, the site is developed with 12,719 square feet.
8. Since the approved Major Conditional Use, the outside seating at the Hurricane Hole restaurant has been expanded an additional 1,240 square feet without the benefit of a permit. The applicant intends on utilizing the square footage of the settlement agreement for the outside seating. An after the fact permit is also necessary for the lawful establishment of the outside seating area.

21. 10/10/10
2. 10/10/10

21. 10/10/10
2. 10/10/10

21. 10/10/10
2. 10/10/10

14. A shoreline setback of twenty (20) feet shall apply to the landward extent of the mangroves along the southern property line. This shoreline setback is being applied due to the nature of the tidal influence within this mangrove community.
15. The current edition of the United States Fish and Wildlife Habitat Listing for Monroe County does include parcel number 00123510-000000 as habitat which requires coordination upon application for a building permit. This means additional coordination with the United States Fish and Wildlife Service will be required to obtain building permits on this parcel.
16. A stormwater management plan shall be required along with any application for development of this site. This plan shall be reviewed for compliance with Monroe County Code and approved by the County Engineer.
17. The southern property line of this parcel serves as a land use designation boundary between the MU and URM-L districts. However, the presence of the canal and the existing vegetation along this property line will serve as the required buffer and no additional planting will be required.

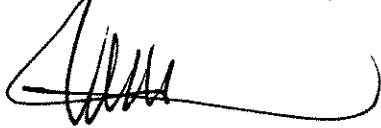
If this property is subject to a conditional use approval, the Planning Commission is empowered under Section 9.5-63 to modify or deny any application based on their review of the appropriateness of the proposed development within the context of surrounding properties and compliance with the LDRs and 2010 Comprehensive Plan. In Section 9.5-65 the Planning Commission and the Planning Director are required to consider all aspects of the development, impacts on the community and consistency with the goals, objectives and standards of the plan and LDRs before granting conditional use approval, approval with conditions or denial of a project. Therefore, the intensities, densities and possibilities for setback waivers detailed in this LOU are subject to the Planning Commission and/or the Planning Director conditional use review and approval.

Pursuant to Section 9.5-43 of the Monroe County Land Development Regulations (LDRs), you are entitled to rely upon the representations set forth in this letter of understanding as accurate under the regulations currently in effect. This letter does not provide any vesting to the existing regulations, if the Plan or LDRs are amended the property and/or project will be required to be consistent with all goals, objectives and standards at the time of development approval. The Planning Department acknowledges that all items required as a part of the application for development approval may not have been addressed at the August 19, 2005 meeting, and consequently reserves the right for additional department comment. The information provided in this letter may be relied upon, with the previous disclaimers, for a period of three years. The Planning Director upon the request of the landowner may review and reaffirm the representations set forth in this letter for an additional period of time.

-Remaining page intentionally left blank-

We trust that this information is of assistance. If you have any questions regarding the contents of this letter, or if we may further assist you with your project, please feel free to contact our Marathon office at (305) 289-2500.

Sincerely yours,

A handwritten signature in black ink, appearing to be 'Aref Joulani', with a large, sweeping flourish at the end.

Aref Joulani,
Sr. Administrator of Development Review and Design

CC: Tim McGarry, Division Director
Ronda Norman, Sr. Director of Code Enforcement
Andrew Trivette, Sr. Biologist
Heather Beckmann, Sr. Planner

Appendix L

PLANNING DEPARTMENT

2798 Overseas Highway
Suite 400
Marathon, Florida 33050
Voice: (305) 289-2500
FAX: (305) 289-2536

**BOARD OF COUNTY COMMISSIONERS**

Mayor Murray E. Nelson, District 5
Mayor Pro Tem, Charles McCoy, District 3
Comm. Dixie M. Spehar, District 1
Comm. George Neugent, District 2
Comm. David P. Rice, District 4

May 25, 2006

Barbara Mitchell
P.O. Box 970
Key West, FL 33041

Subject: PRE-APPLICATION MEETING LETTER OF UNDERSTANDING FOR HURRICANE HOLE AND NEIGHBORING CONCH CONTRADA, STOCK ISLAND, RE#'S 001326400-000000, 00132640-000100 AND 00123510-000000.

Dear Mrs. Mitchell:

Pursuant to Section 9.5-43 of the Monroe County Code (MCC), this document shall constitute a letter of understanding. On February 28, 2006, a pre-application conference regarding the subject property was held in the Monroe County Planning Department in Marathon.

Attendees at the meeting included Dan Easter of Watermark Marinas and Barbara Mitchell (hereafter referred to as the "Applicant"); Clarence Feagin, Senior Planner, Heather Beckmann, Senior Planner and Andrew Trivette, Senior Biologist (hereafter collectively referred to as "Staff" for the Planning Department).

Materials presented prior to the meeting included:

1. Pre-application Conference Request Form; and
2. Property Owner Information; and
3. Business Lease between Libben Company, Conch Contrada, L.C. and Historic Seaport District, Inc. dated 07/13/04; and
4. Property Record Cards dated 4/25/05; and
5. Permit history feasibility report; and
6. List of licenses; and
7. State of Florida Department of Environmental Protection Storage Tank ERegulation Program for 2005-2006; and
8. State of Florida Department of Business and Professional Regulation Division of Hotels and Restaurants for 2005; and
9. 2005 Licenses to retail and wholesale saltwater products pursuant to Chapter 370 F.S.; and
10. Survey from Frederick H. Hildebrandt dated 4/12/95; and
11. Site Plan A1.01 dated February 22, 2006 of the proposed development.

Hurricane Hole
Conch Contrada
Stock Island
RE's: 00132640-000100
00123510-000000

Items discussed at the meeting included:

1. The applicant is interested in expanding Hurricane Hole Marina by leasing for the next thirty (30) years the immediately adjacent property commonly known as "Conch Contrada". The expansion is to include two (2) elevated 35' X 240' sq. ft. boat barns on RE # 00132640.000100 and a two (2) story elevated commercial and affordable housing building on RE # 00123510.000000.
2. The properties are located in the Mixed Use (MU) land use district and the Future Land Use Map designation is Mixed Use/Commercial (MC).
3. According to the property appraisers' card, the size of the combined parcels is 6.15 acres, of which 3.89 are upland or 169,448 square feet.
4. Conch Contrada has the benefit of an amended settlement agreement between Conch Contrada, L.C. and Monroe County dated 03/19/03. The settlement agreement states that "Monroe County agrees to process promptly upon submittal the application for building permit by Conch Contrada or its assigns for construction of one 7,500 square foot medium-intensity, mixed use, retail, and/or office/professional use facility in ROGO Year 13 or 14 (July 14, 2005-July 13, 2006)." This portion of the agreement alleviates the applicant's requirement to apply for an NROGO allocation for up to 7,500 square feet on the Conch Contrada parcel during the aforementioned time period.
5. The applicant is interested in using some of the allocation from Conch Contrada to neighboring Hurricane Hole. The Land Development Regulations do not provide a mechanism for the transfer of an allocation of floor area but rather for the transfer of floor area. Settlement agreements run with the land however, since the two parcels are under the same lease period and are to act as one parcel under a conditional use, then the allocation from Conch Contrada to Hurricane Hole shall not be considered a transfer and Hurricane Hole may utilize the floor area allocation from Conch Contrada.
6. The conditional use approval shall tie the two parcels together as one. Any separation of the two parcels shall constitute an amendment to the conditional use. In the event that the parcels are separated in the future, any floor area from the Settlement Agreement used on the Hurricane Hole parcel shall relinquish the rights from the Conch Contrada parcel.
7. Major Conditional Use P82-00 was approved for Hurricane Hole in 2000 for one restaurant (3,895 square feet), one commercial retail shop (576 square feet), one dive shop (1,000 square feet per a minor deviation), and covered storage for 63 boats (5,880 square feet). An existing shed/office (100 sq. ft), commercial retail CBS frame building (975 square feet) and an existing bathhouse (393 square feet) existed and still exist on site prior to the conditional use. In total, the site is developed with 12,819 square feet. Of this, the boat storage racks are enclosed on three-sides. Based on the definition of floor area in Section 9.5-4 and Resolution #P82-00, the boat storage building is not floor area. Therefore, the floor area approved on-site under #P82-00 was 6,939 sq. ft.

Hurricane Hole
Conch Contrada
Stock Island
RE's: 00132640-000100
00123510-000000

8. Since the approved Major Conditional Use, the outside seating at the Hurricane Hole restaurant has been expanded an additional 1,240 square feet without the benefit of a permit. The applicant intends on utilizing the square footage of the settlement agreement for the outside seating. An after the fact permit is also necessary for the lawful establishment of the outside seating area. This shall be handled through an amendment to the major conditional use.
9. Density calculations (based on the application for Resolution #P82-00):

Commercial:	F.A.R	On Site & Proposed	Total Available	% used
	Max .15	0	0	0
	Max .25	14,329	42,372	34%
	Max .30	1,000	50,846	2%
	Max .4	100	67,795	>1%
Commercial Total:				36%
		On Site & Proposed	Total Available	% used
Residential Remaining:				64%
Max Emp Housing:		6	56 X (.63) =35	17%
Remaining Dev. Potential:				47%

10. The following floor areas were included with the above mentioned FAR's for the density calculation table; .25 FAR includes the 7,250 sq. ft. second floor of the proposed commercial/residential building, 3,895 sq. ft. Restaurant and the 1,240 sq. ft. outside addition, 576 sq. ft. retail, 975 sq. ft. retail, and 393 sq. ft. bathhouse, .30 FAR includes the 1,000 sq. ft. retail, and the .4 includes the 100 sq. ft. office.
11. To summarize the table above, the total proposed and existing commercial development on site will occupy 36%% of the site's development potential. Of the remaining 64% available for residential development, the 6 affordable housing units will only occupy 17% of the 64%. Therefore, the site has a remaining 47% available for additional commercial and/or residential expansion.
12. The table did not include the existing or proposed boat storage buildings. Pursuant to 9.5-4, floor area means the sum of the gross horizontal areas of each story of the principal building, measured from the exterior walls or from the center line of party walls, including the floor area of accessory uses and of accessory buildings and structures. Further, nonresidential rate of growth ordinance (NROGO) states in Section 9.5-124 that non-residential floor area means the sum of the gross floor area for a non-residential structure a defined in Section 9.5-4, any areas used for the provision of food and beverage services and seating whether covered or uncovered, and all covered, unenclosed areas except for walkways, stairways, entryways, parking and loading. Therefore, so long as the existing and the two (2) proposed 35' X 240' boat barns are uncovered and unenclosed then they are not counted as floor area and therefore do not have a density restriction. However, in the event that the boat barns are

enclosed, they would be counted as floor area and subject to the density requirements of a light industrial use (30%).

An amendment to the Land Development Regulations which may affect the way the design and quantity of boat storage use on your property was heard by the Development Review Committee on May 23, 2006 and continued to the next DRC meeting. The two main components of the proposed amendment are to include a new definition of a boat barn and to amend the NROGO definition.

The proposed definition of boat barn is as follows: (B-7) *Boat Barn*: A structure enclosing and/or covering boat storage racks with a roof and one or more sides and used for the storage of vessels and associated equipment not associated with retail sales of boats. Boat barns within marinas may be considered as the principal building or structure, but the marina remains the principal use.

The proposed definition of NROGO is to exclude the following from being required to obtain NROGO square footage: ...boat barns and uncovered, unenclosed boat racks located in marinas which do not exceed 50% of the net buildable area of the marina. The portion of the boat barns and uncovered, unenclosed boat racks which exceed 50% of the net buildable area shall be considered as non-residential floor area.

13. The proposed development exceeds 149 boat slips and may be subject to undergo a development of regional impact (DRI) review based on the threshold guidelines in Chapter 380 of the Florida Statutes. Staff requests the applicant provide the Planning Department with a binding letter from the department of community affairs that would determine if the project is subject to DRI review.
14. Under Resolution P82-00, the site was approved for 90 parking spaces, 89 of which were required. Under the second request for a minor deviation, the site increased the parking by five (5) spaces for a total of 95 spaces. The 7,250 commercial will require 25 spaces ($7,250/1000 \times 3.5$), the 1,240 restaurant expansion will require 17 spaces ($1,240/1,000 \times 14$), the 144 slips will require 36 spaces ($144/4$), and the 6 attached affordable units will require 9 spaces ($1.5 \text{ spaces per dwelling} \times 6$) for a total of 87 new spaces. Under the shared parking requirement, an additional 81 spaces are needed for a total of 176.
15. RE # 00123510 was approved for a front yard waiver pursuant to Resolution #P82-00. The submitted site plan with the proposed redevelopment of Hurricane Hole proposes the same front yard setback. An application for the front yard setback waiver for the Conch Contrada parcel shall be submitted in conjunction with the amendment to the major conditional use.
16. The development of this parcel will require a buffer along the northern property line which is a boundary with the Overseas Highway. US 1 is considered a major street and requires a landscape buffer based on the land use designation of the parcel. This parcel is designated Mixed Use (MU) which will require a class "B" major street buffer. Staff approximates that the buffer shall run 285 linear feet from the western property line to the eastern property line

along the right of way of US 1. Staff recommends a width of twenty (20) feet which will contain a total of three (3) canopy trees, one (1) understory tree and eleven (11) shrubs.

17. A shoreline setback of twenty (20) feet shall apply to the landward extent of the mangroves along the southern property line. This shoreline setback is being applied due to the nature of the tidal influence within this mangrove community.
18. A stormwater management plan shall be required along with any application for development of this site. This plan shall be reviewed for compliance with Monroe County Code and approved by the County Engineer.
19. The southern property line of this parcel serves as a land use designation boundary between the MU and URM-L districts. However, the presence of the canal and the existing vegetation along this property line will serve as the required buffer and no additional planting will be required.

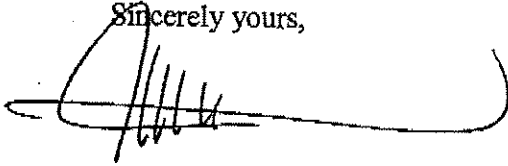
If this property is subject to a conditional use approval, the Planning Commission is empowered under Section 9.5-63 to modify or deny any application based on their review of the appropriateness of the proposed development within the context of surrounding properties and compliance with the LDRs and 2010 Comprehensive Plan. In Section 9.5-65 the Planning Commission and the Planning Director are required to consider all aspects of the development, impacts on the community and consistency with the goals, objectives and standards of the plan and LDRs before granting conditional use approval, approval with conditions or denial of a project. Therefore, the intensities, densities and possibilities for setback waivers detailed in this LOU are subject to the Planning Commission and/or the Planning Director conditional use review and approval.

Pursuant to Section 9.5-43 of the Monroe County Land Development Regulations (LDRs), you are entitled to rely upon the representations set forth in this letter of understanding as accurate under the regulations currently in effect. This letter does not provide any vesting to the existing regulations, if the Plan or LDRs are amended the property and/or project will be required to be consistent with all goals, objectives and standards at the time of development approval. The Planning Department acknowledges that all items required as a part of the application for development approval may not have been addressed at the February 28, 2006 meeting, and consequently reserves the right for additional department comment. The information provided in this letter may be relied upon, with the previous disclaimers, for a period of three years. The Planning Director upon the request of the landowner may review and reaffirm the representations set forth in this letter for an additional period of time.

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We trust that this information is of assistance. If you have any questions regarding the contents of this letter, or if we may further assist you with your project, please feel free to contact our Marathon office at (305) 289-2500.

Sincerely yours,



Aref Joulani,
Sr. Administrator of Development Review and Design

CC: Tim McGarry, Division Director
Ronda Norman, Sr. Director of Code Enforcement
Andrew Trivette, Sr. Biologist
Heather Beckmann, Sr. Planner

Appendix M

Monroe County Property Record Card (072)

Alternate Key: 8881797 Roll Year 2006
Effective Date: 5/23/2006 3:53:05 PM Run: 05/23/2006 03:54 PM

CONCH CONTRADA L C
%DOUGLAS TREVOR
DEPT OF ENGLISH, 308 EPB-UNIVERSITY OF IOWA
IOWA CITY IA 52242-1492

Parcel 00132640-000100-35-67-25 Nbhd 153
Alt Key 8881797 Mill Group 110A
Affordable Housing No PC 49
Inspect Date Next Review
Business Name
Physical Addr STOCK ISLAND KEY

Associated Names

Name	DBA	Role
CONCH CONTRADA L C,		Owner

Legal Description

SUNKREST PB1-107 STOCK ISLAND N'LY 193' LOT 24 & PT BAY BTM WEST OF & ADJ TO LOT 24 OR 1380-2031/32(JMH)

Land Data 1.5

Line ID	Use	Front	Depth	Notes	# Units	Type	Rate	Depth	Loc	Shp	Phys	Class	ROGO	Classified Value	Just Value
103338	100H	0	0	Yes	5,000.00	SF		1.00	1.00	1.00	1.00		N		
103339	100D	0	0	Yes	4,650.00	SF		1.00	1.00	1.00	1.00		N		
103340	100H	0	0	Yes	23,500.00	SF		1.00	1.00	1.00	1.00		N		
103341	100D	0	0	Yes	21,463.00	SF		1.00	1.00	1.00	1.00		N		
Total Just Value															

Miscellaneous Improvements

Nbr	Impr Type	# Units	Type	Length	Width	Year Built	Roll Year	Grade	Life	RCN	Depr Value
1	CL2:CH LINK FENCE	2,100	SF	420	5	2004	2005	1	30		
Total Depreciated Value											

Appraiser Notes

THE LAND VALUE OVERRIDE WAS REMOVED FOR THE Y2K TAX ROLL. IT SHOULD HAVE BEEN REMOVED VOR THE 1999 TAX ROLL. THE LAND AND THE RIGHTAWAY ARE BEING USED AS A NURSERY FOR PLANTS AND TREES. 005-039 2001-04-09 CHANGED THE NEGATIVE LAND ADJUSTMENTS FOR THE TWO 010D LOTS FROM 0.25 TO 1.00. AND CHANGED THE PC CODE FROM 10 TO 49 FOR THE 2001 TAXROLL. DUG

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	04-1304	Apr 28 2004 12:00AM	Jun 10 2005 12:00AM	1,850		FENCE/RETAINING WALLS

Monroe County Property Record Card (072)

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Effective Date: 5/23/2006 3:53:05 PM Run: 05/23/2006 03:54 PM

Value History

Tax Year	Val Method	Just Land	Class Land	Building	Misc	Just	Assessed Value	Exempt	Tax Value
2005F	C	1,507,825	0	0	3,276	1,511,101	1,511,101	0	1,511,101
2004F	C	693,404		0	1,217	694,621	694,621	0	694,621
2003F	C	679,154		0	1,217	680,371	680,371	0	680,371
2002F	C	679,154		0	1,217	680,371	680,371	0	680,371
2001F	C	429,099		0	1,217	430,316	430,316	0	430,316
2000F	C	325,299		0	741	326,040	326,040	0	326,040
1999F	C	325,299			741	195,920	195,920	0	195,920
1998F	C	325,299			741	195,176	195,176	0	195,176
1997F	C	325,299			741	195,176	195,176	0	195,176
1996F	C	325,299			797	195,176	195,176	0	195,176

Sales History

Book	Page	Sale Date	Instrument	Transfer Code	Q/U	Vacant	Sale Price
1380	2031	11/1/1995	Warranty Deed	0	Y	I	550,000

Monroe County Property Record Card (072)

Alternate Key: 1157643 Roll Year 2006
Effective Date: 5/23/2006 3:53:05 PM Run: 05/23/2006 03:53 PM

LIBBEN CO

199 LAFAYETTE
DENVER CO 80218

Parcel 00123510-000000-34-67-25 Nbhd 153
Alt Key 1157643 Mill Group 110A
Affordable Housing No PC 27
Inspect Date Next Review
Business Name
Physical Addr 5110 OVERSEAS HWY, STOCK ISLAND KEY

Associated Names

Name	DBA	Role
LIBBEN CO,		Owner

Legal Description

34/35 67 25 PT BAY BOTTOM WEST OF & ADJACENT TO LOT 24 OF SUNKREST PB1-107 STOCK ISLAND G59-307 CO JUDGES 3T7 OR1132-2348(JMH)

Land Data 1.5

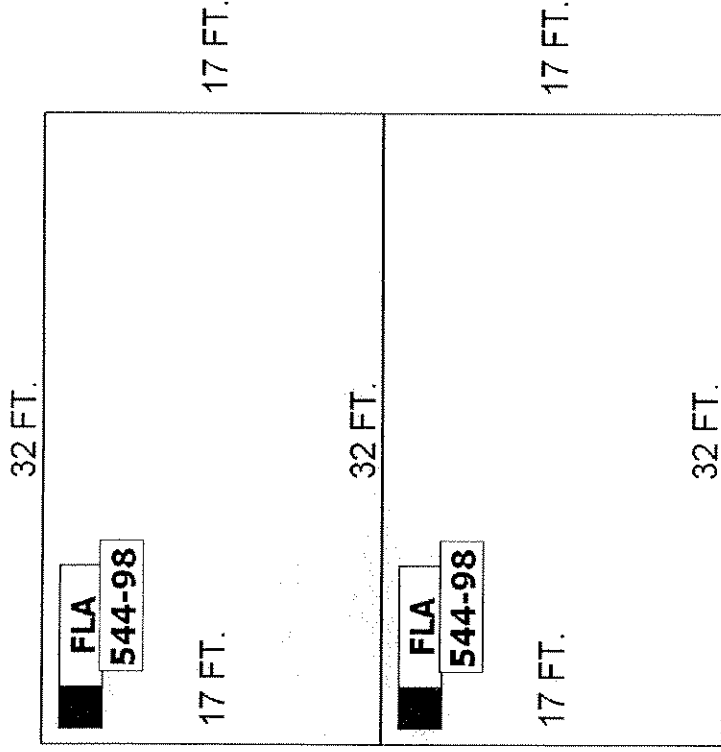
Line ID	Use	Front	Depth	Notes	# Units	Type	Rate	Depth	Loc	Shp	Phys	Class	ROGO	Classified Value	Just Value
17816	10HW	0	0	Yes	10,900.00	SF		1.00	1.00	1.00	1.00		N		
17817	100D	0	0	Yes	81,787.00	SF		1.00	1.00	1.00	1.00		N		
17818	000T	0	0	Yes	1.64	AC		1.00	1.00	1.00	1.00		N		
17819	9500	0	0	Yes	0.62	AC		1.00	1.00	1.00	1.00		N		

Total Just Value

Monroe County Property Record Card (072)

Alternate Key: 1157643 Roll Year 2006
Effective Date: 5/23/2006 3:53:05 PM Run: 05/23/2006 03:53 PM

Building Sketch 41803



Building Characteristics

Building Nbr 3 Building Type 0 Perimeter 196 Grnd Floor Area 1088
Effective Age 10 Condition P Depreciation % 0.13 Functional Obs 0.00
Appraiser ID 039 Quality Grade 200 Year Built 1963 Economic Obs 0.00

Fireplaces 0 3 Fix Bath 0 5 Fix Bath 0 7 Fix Bath 0
2 Fix Bath 1 4 Fix Bath 0 6 Fix Bath 0 Extra Fix 4

Sections

Type	Number	Wall Height	# Stories	Year Built	% Finished	Area	Sketch ID
FLA	1	8	1	1983		544	000
FLA	2	8	1	1983		544	001

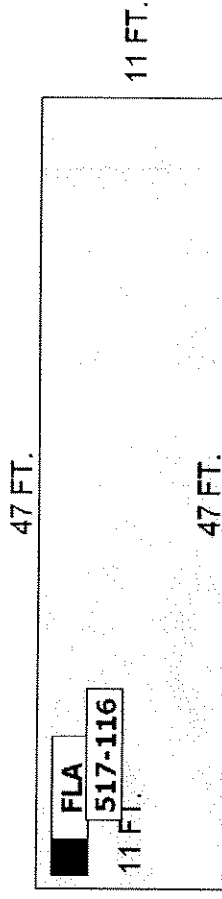
Interior Finish

Sec Nbr	Int Nbr	Description	Area %	Sprinkler	A/C	Total RCN	Ext Nbr	Wall Type	Area %	Wall Rate	RCN
192124	9536	1 STORY STORES	100.00	N	Y		3064	C.B.S.	50.00		
192125	9537	SERV SHOPS ETC	100.00	N	Y		3063	AVE WOOD SIDING	50.00		

Monroe County Property Record Card (072)

Alternate Key: 1157643 Roll Year 2006
Effective Date: 5/23/2006 3:53:05 PM Run: 05/23/2006 03:53 PM

Building Sketch 41804



Building Characteristics

Building Nbr	4	Building Type	0	Perimeter	116	Grnd Floor Area	517
Effective Age	3	Condition	E	Depreciation %	0.04	Functional Obs	0.00
Appraiser ID	039	Quality Grade	100	Year Built	2003	Economic Obs	0.00
Fireplaces	0	3 Fix Bath	0	5 Fix Bath	0	7 Fix Bath	0
2 Fix Bath	0	4 Fix Bath	0	6 Fix Bath	0	Extra Fix	0

Sections

Type	Number	Wall Height	# Stories	Year Built	% Finished	Area	Sketch ID
FLA	1	8	1	2003		517	002

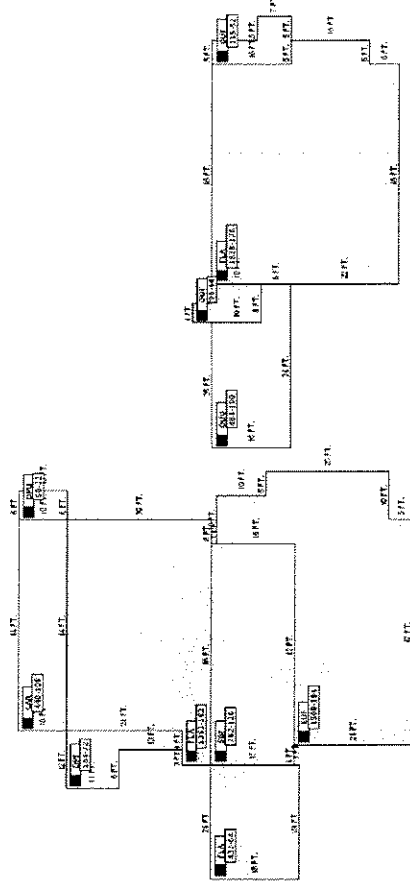
Interior Finish

Sec Nbr	Int Nbr	Description	Area %	Sprinkler	A/C	Total RCN	Ext Nbr	Wall Type	Area %	Wall Rate	RCN
192126	9538	MARINA/AUTO/BUS TERM	100.00	N	N		3065	AVE WOOD SIDING	100.00		

Monroe County Property Record Card (072)

Alternate Key: 1157643
Effective Date: 5/23/2006 3:53:05 PM
Roll Year 2006
Run: 05/23/2006 03:53 PM

Building Sketch 41805



Building Characteristics

Building Nbr	5	Building Type	0	Perimeter	424	Grnd Floor Area	3622
Effective Age	3	Condition	E	Depreciation %	0.04	Functional Obs	0.00
Appraiser ID	039	Quality Grade	350	Year Built	2003	Economic Obs	0.00
Fireplaces	0	3 Fix Bath	0	5 Fix Bath	0	7 Fix Bath	0
2 Fix Bath	0	4 Fix Bath	0	6 Fix Bath	0	Extra Fix	37

Sections

Type	Number	Wall Height	# Stories	Year Built	% Finished	Area	Sketch ID
FLA	1	8	1	1999		432	003
SBF	2	0	1	2003		782	004
FLA	3	8	1	1968		1,362	005
OPF	4	0	1	2003		184	006
CAN	5	0	1	2003		440	007
OPU	6	0	1	2003		60	008

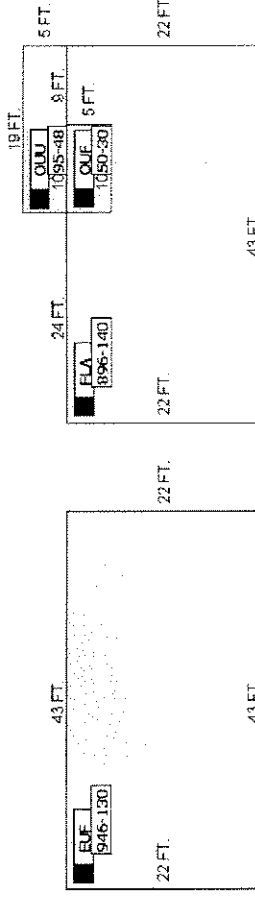
Monroe County Property Record Card (072)

Alternate Key: 1157643
Effective Date: 5/23/2006 3:53:05 PM
Roll Year 2006
Run: 05/23/2006 03:53 PM

EUF	7	0	1	2003	1,508	009
OUU	8	0	1	2003	464	010
OUF	9	0	1	2003	96	011
FLA	10	8	1	2003	1,828	012
OUF	11	0	1	2003	115	013

Interior Finish				Exterior Finish			
Sec Nbr	Int Nbr	Description	Area %	Sprinkler	A/C	Total RCN	RCN
192127	9539	RESTRNT/CAFETR-D-	100.00	N	N	3067	CONC BLOCK
192129	9540	RESTRNT/CAFETR-D-	100.00	N	Y	3066	AVE WOOD SIDING
192136	9541	RESTRNT/CAFETR-D-	100.00	N	Y		

Building Sketch 41806



Monroe County Property Record Card (072)

Alternate Key: 1157643 Roll Year 2006
Effective Date: 5/23/2006 3:53:05 PM Run: 05/23/2006 03:53 PM

Building Characteristics

Building Nbr 6 Building Type 0 Perimeter 140 Grnd Floor Area 896
Effective Age 3 Condition E Depreciation % 0.04 Functional Obs 0.00
Appraiser ID 039 Quality Grade 350 Year Built 2003 Economic Obs 0.00

Fireplaces 0 3 Fix Bath 0 5 Fix Bath 0 7 Fix Bath 0
2 Fix Bath 0 4 Fix Bath 0 6 Fix Bath 0 Extra Fix 0

Sections

Type	Number	Wall Height	# Stories	Year Built	% Finished	Area	Sketch ID
EUF	1	0	1	2003		946	014
FLA	2	8	1	2003		896	015
OUF	3	0	1	2003		50	016
OUU	4	0	1	2003		95	017

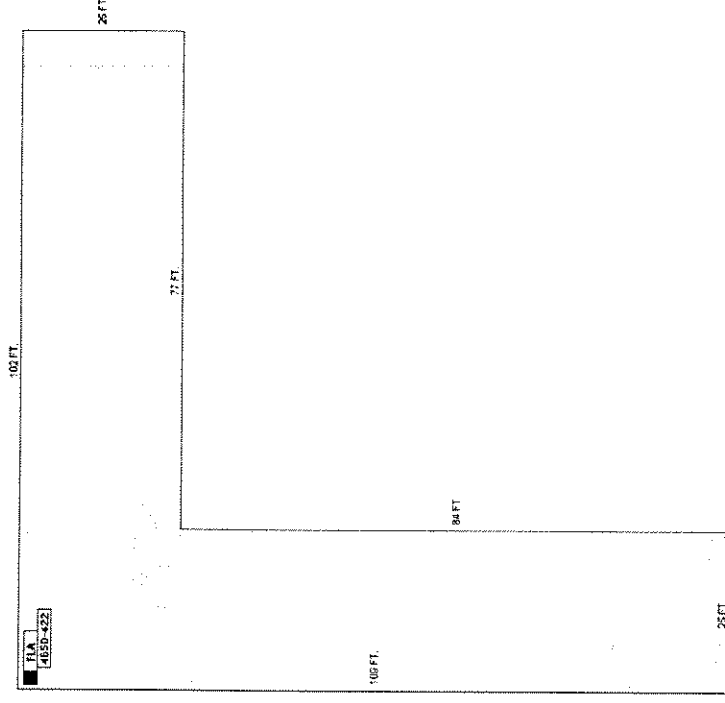
Interior Finish

Sec Nbr	Int Nbr	Description	Area %	Sprinkler	A/C	Total RCN	Ext Nbr	Wall Type	Area %	Wall Rate	RCN
192139	9542	1 STY STORE-B	100.00	N	Y		3068	AVE WOOD SIDING	100.00		

Monroe County Property Record Card (072)

Alternate Key: 1157643 Roll Year 2006
Effective Date: 5/23/2006 3:53:05 PM Run: 05/23/2006 03:53 PM

Building Sketch 41807



Building Characteristics

Building Nbr	7	Building Type	0	Perimeter	422	Grnd Floor Area	4650
Effective Age	6	Condition	A	Depreciation %	0.08	Functional Obs	0.00
Appraiser ID	039	Quality Grade	250	Year Built	2000	Economic Obs	0.00
Fireplaces	0	3 Fix Bath	0	5 Fix Bath	0	7 Fix Bath	0
2 Fix Bath	0	4 Fix Bath	0	6 Fix Bath	0	Extra Fix	0

Sections

Type	Number	Wall Height	# Stories	Year Built	% Finished	Area	Sketch ID
FLA	1	30	1	1999		4,650	018

Interior Finish

Sec Nbr	Int Nbr	Description	Area %	Sprinkler	A/C	Total RCN	Ext Nbr	Wall Type	Area %	Wall Rate	RCN
192142	9543	MARINA/AUTO/BUS TERM	100.00	N	N		3069	METAL SIDING	100.00		

Monroe County Property Record Card (072)

Alternate Key: 1157643

Roll Year 2006

Effective Date: 5/23/2006 3:53:05 PM

Run: 05/23/2006 03:53 PM

Miscellaneous Improvements

Nbr	Impr Type	# Units	Type	Length	Width	Year Built	Roll Year	Grade	Life	RCN	Depr Value
1	DK4:WOOD DOCKS	4,930	SF	986	5	1998	1999	3	40		
10	PT3:PATIO	1,266	SF	211	6	2000	2004	2	50		
11	CL2:CH LINK FENCE	1,044	SF	174	6	2000	2004	1	30		
12	RW2:RETAINING WALL	522	SF	174	3	2000	2004	1	50		
2	UB2:UTILITY BLDG	160	SF	16	10	1981	1982	3	50		
3	UB2:UTILITY BLDG	80	SF	10	8	1981	1982	3	50		
4	FN2:FENCES	480	SF	80	6	1981	1982	2	30		
5	CL2:CH LINK FENCE	1,800	SF	300	6	1979	1980	1	30		
6	CA2:CARPORT	224	SF	14	16	1989	1990	1	50		
7	AP2:ASPHALT PAVING	12,000	SF	60	200	1979	1980	1	25		
8	CA2:CARPORT	336	SF	28	12	1990	1991	2	50		
9	BR2:BOAT RAMP	400	SF	20	20	1974	1975	1	60		
Total Depreciated Value											

Appraiser Notes

UA-1 MARINA REEF RAIDERS DIVE SHOP MIKE HORNS OLD BUILDING REMOVED THE DISCOUNTS ON THE LAND VALUE FOR HE Y2K TAX ROLL. AFTER COMPARING THE SALE FOR RE-00132540-001 IT SHOULD HAVE BEEN REMOVED FOR THE 1999 TAX ROLL. 039 2000-12-07 ADDED THE NEWBATH HOUSE AS BLDG 4 OF 4 FOR THE 2001 TAX ROLL. ALSO UPDATED THE WOOD DOCKS. DUG 2001-09-04 'ALMOST THERE CHARTER' IS BEIN USED FROM A UB2-02 DUG 2002/5/30 SB. TPP ACCOUNTS: 8908211 - SUB AQUATIC ADVENTURES - JODI SCHAEFER 8970743 - PICOS DOWN ISLAND CHARTER - PATRICK CATTERN 8991742 - DIVING TECHNIQUES KEY WEST 8935826 - KEY WEST DIVING SOCIETY - R. RYLES/W. CHALFANT 8723717 - US #1 MARINA - WETHERINGTON 8927978 - OUTDOOR ADVENTURE TOUR - D. ARMSTRONG/S. KIRVEN 8971095 - CAPT PHILLIP THOMPSON 9002280 - SUNSET WATERSPORTS - RICHARD WELTON 9005107 - HURRICANE HOLE - FRED SKOMP 9005151 - LIBBEN - BZ SIGN 9024247 - PLANET OCEAN ENTERPRISES INC

Monroe County Property Record Card (072)

Alternate Key: 1157643

Roll Year 2006

Effective Date: 5/23/2006 3:53:05 PM Run: 05/23/2006 03:53 PM

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	A-10428	Apr 1 1983 12:00AM	Dec 1 1983 12:00AM	26,250		WOOD-DOCK
	A-10501	May 1 1983 12:00AM	Dec 1 1983 12:00AM	2,000		ROOFING
	991744	Jun 28 1999 12:00AM	Nov 2 1999 12:00AM	3,800	Commercial	ROOFING
	991352	Aug 9 1999 12:00AM	Nov 2 1999 12:00AM	13,000	Commercial	COMMERCIAL REMODEL
	99/1178	Dec 1 1999 12:00AM	Aug 23 2000 12:00AM	35,000	Commercial	NEW BATH HOUSE
	01/3826	Oct 17 2001 12:00AM	Jan 1 2002 12:00AM	300	Commercial	NEW A/C
	022264	Jul 5 2002 12:00AM	Aug 25 2003 12:00AM	38,000	Commercial	COMMERCIAL MISC & C.O.
	02-2263	Sep 16 2002 12:00AM	Aug 25 2003 12:00AM	380,000	Commercial	COMMERCIL MISC - retail store 576 S.F.
	02-0691	Sep 16 2002 12:00AM	Aug 25 2003 12:00AM	380,000	Commercial	ADDITION TO REST
	02102265	Sep 16 2002 12:00AM	Aug 25 2003 12:00AM	380,000	Commercial	comercial mis. Sales/Dive shop - 850 S.F.
	02100691	Sep 16 2002 12:00AM	Aug 25 2003 12:00AM	380,000	Commercial	2260 S.F. addition to a existing restaurant
	02102266	Sep 16 2002 12:00AM	Aug 25 2003 12:00AM	380,000	Commercial	work shop - 209 S.F.

Monroe County Property Record Card (072)

Alternate Key: 1157643

Roll Year 2006

Effective Date: 5/23/2006 3:53:05 PM

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Value History

Tax Year	Val Method	Just Land	Class Land	Building	Misc	Just	Assessed Value	Exempt	Tax Value
2005F	C	2,373,049	0	887,141	92,176	3,352,366	3,352,366	0	3,352,366
2004F	C	873,670		887,047	94,932	1,855,649	1,855,649	0	1,855,649
2003F	C	802,820		156,948	83,161	1,042,929	1,042,929	0	1,042,929
2002F	C	802,820		192,245	85,613	1,080,678	1,080,678	0	1,080,678
2001F	C	571,095		192,245	87,325	850,665	850,665	0	850,665
2000F	C	571,095		134,835	52,493	758,423	758,423	0	758,423
1999F	C	363,645		134,835	54,116	552,596	552,596	0	552,596
1998F	C	363,645		89,890	56,486	510,021	510,021	0	510,021
1997F	C	363,645		89,890	58,149	511,684	511,684	0	511,684
1996F	C	363,645		81,719	60,580	505,944	505,944	0	505,944
1995F	C	652,209		81,719	62,261	796,189	796,189	0	796,189
1994F	C	652,209		81,719	65,095	799,023	799,023	0	799,023
1993F	I	978,599			67,221	790,859	790,859	0	790,859
1992F	I	978,599			61,429	790,859	790,859	0	790,859
1991F	C	978,599		81,719	63,035	1,123,353	1,123,353	0	1,123,353
1990F	C	665,474		81,733	65,400	812,607	812,607	0	812,607
1989F	C	665,474		81,733	67,012	814,219	814,219	0	814,219
1988F	C	667,442		75,592	49,142	792,176	792,176	0	792,176
1987F	C	667,566		66,639	50,305	784,510	784,510	0	784,510
1986F	C	605,616		66,917	51,966	724,499	724,499	0	724,499
1985F	C	605,616		64,619	53,111	723,346	723,346	0	723,346
1984F	C	377,593		62,858	54,786	495,237	495,237	0	495,237
1983F	C	377,593		64,521	4,761	446,875	446,875	0	446,875
1982F	C	196,891		51,205	4,761	252,857	252,857	0	252,857

**CONTRACT FOR PURCHASE AND SALE
OF
Hurricane Hole**

THIS AGREEMENT (the "Agreement"), made and entered into this 5th day of December, 2005 by and between Historic Seaport District, Inc. (the "Seller") and Southfork Development Group, a California Corporation (the "Buyer").


WITNESSETH:

WHEREAS, Seller is the owner of a leasehold interest in the real property ("Real Property") and a fee simple ownership interest in the personal property collectively known as the "Hurricane Hole" (described on Exhibit "A"), hereinafter referred to as "Seller Owned Properties; and,

WHEREAS, the Buyer wishes to purchase from Seller and Seller wishes to sell to Buyer all of the Seller Owned Property on the terms and conditions hereinafter set forth;


NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties agree as follows:

- 1) Recitals. The aforesaid recitals are true and correct and are incorporated herein by reference.
- 2) Purchase Price. Seller does hereby agree to sell to Buyer and Buyer does hereby agree to purchase from Seller the real and personal properties described in Exhibits "A" for
- 3) Payment of Purchase Price. Simultaneously with the execution of this agreement, Buyer shall pay to Norman T. Roberts, P.A., (the "Escrow Agent") a deposit (the "Deposit") in the amount of
Upon the completion of the inspection period described in Section 4, Buyer shall increase the Deposit from
to
All deposit money shall be held in a non-interest bearing account at a bank or savings institution situated in Miami-Dade County, Florida and shall be applied towards the purchase price of the properties. The balance of the purchase price shall be paid, all cash, by wire transfer in immediately available funds, on the closing date (the "Closing Date").
- 4) Contingencies Affecting Buyer's Obligations Hereunder. Buyer's obligations under this Agreement will be subject to the following contingencies:
 - a) Inspection Period. Buyer shall have ninety (90) days from the effective date of this Agreement ("the Inspection Period") to

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inspect and/or examine the Seller Owned Properties and all of the documents furnished pursuant to Section 7 hereof in order to determine that the physical condition of the said properties are satisfactory for Buyer's intended use and to ascertain that there are no other matters (including, but not limited to, matters of title, ground lease, underwater lease or governmental zoning restrictions or regulations) that are incompatible with Buyer's intended use thereof or with Buyer's master development plan. Buyer shall also have the right during each of their inspection periods provided for in the contract to examine all available documentation furnished by the Seller thereof to the Buyer in connection therewith. Such inspections and/or examinations may include but shall not be limited to taking soil samples, determining whether there is any lead based paint used in connection with the improvements on the properties, determining, whether there is any other hazardous materials present on the properties and determining if there are any other problems with the properties. In addition, Buyer shall also have title to the properties examined within the aforesaid time period to ascertain whether the Seller is vested with good and marketable ground lease, and whether there are any matters of title which are incompatible with the Buyer's intended use of the Properties or which is incompatible with Buyer's proposed master development plan. In connection therewith, the Seller will allow Buyer to come on to the Seller Owned Property to conduct such inspection. If Buyer, in its sole exclusive and arbitrary discretion, is dissatisfied with the results of any of said inspection and/or examinations, Buyer shall have the right to rescind this Agreement and receive a full refund of all deposit monies provided that Buyer notifies Seller in writing no later than five (5) days after the conclusion of all inspection periods, of Buyer's election to rescind.


- b) Contingency for Obtaining Governmental Approvals.
During the Inspection Period, Buyer shall apply to the applicable governmental authorities to obtain all approvals necessary to Add a minimum of 100 dry stack boat racks thereon and in connection therewith to obtain all necessary building permits. If Buyer is unable to accomplish the foregoing within the Inspection Period, Buyer shall have the option to extend the Inspection Period for up to an additional 90 days in 3 thirty (30) day increments (the "Extended Inspection Period") so as to enable Buyer to obtain the necessary approvals and permits. On the first day of each thirty (30) day increment, Buyer shall increase the Deposit by _____ If Buyer is unable to obtain the necessary approvals and permits by the end of the Extended

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Inspection Period Buyer shall have the right to rescind this contract by notifying Seller, before the end of the Extended Inspection Period of its election to do so. However, in the event that the Buyer exercises its option to extend the Inspection Period beyond the original ninety (90) days and thereafter elects to rescind this contract within the Extended Inspection Period, no portion of Buyer's Deposit monies shall be refundable and all Deposit monies held by the Escrow Agent shall be paid to the Seller."


- c) If Buyer fails to notify Seller prior to the end of the Inspection Period that it has elected to terminate the contract either because it is not satisfied for any reason (or without reason) with the inspections described in Section 4(a), or if Buyer elects to exercise the option to extend the Inspection Period contained in Section 4(b) but fails to notify Seller prior to the end of the end of the Extended Inspection Period that it has elected to terminate the contract by reason of its failure to obtain the approvals and permits referred to in Section 4(b) Buyer shall be deemed to have waived the right to terminate this contract under Sections 4(a) and 4(b).

5) Closing. The Closing shall occur not later than forty-five (45) days from the end of the Inspection period, or if Buyer elects to exercise the option to extend the Inspection period contained in Section 4(b) then not later than the earlier of:

- ✓  a) Two weeks after the end of the Extended Inspection Period;-
b) Two weeks after the date on which Buyer obtains all of the approvals and permits referred to in Section 4(b).-

6) Allocation of Purchase Price Among Components of Sale. It is understood and agreed that Seller shall allocate the purchase price among the various assets being purchased (i.e., between the land, the improvements on the land, and the various items of personal property, etc.) in the manner requested by the Buyer provided, however, that such requested allocation reasonably reflects the value of each of such assets. The parties agree to use their best efforts to arrive at such allocations no later than sixty (60) days prior to the Closing Date. Allocation of the reasonable value of the assets shall be agreeable to seller as long as there is no adverse financial impact to seller, however using proper accounting principals, approval will not be unreasonably withheld by seller.

7) Books and Records. With respect to all Seller Owned Properties, Seller agrees that within ten (10) days of the Effective Date of this Agreement, it will provide Buyer with the following items if said items are in possession of the Seller or its agents.

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- a) All written agreements affecting the properties which shall include but are not limited to:
- i. Land Storage leases.
 - iii. Building leases, if any.
 - iv. Service, maintenance and similar agreements
 - v. Copies of all licenses and permits; and,
 - vi. All notes and security instruments.
 - vii. All ground and underwater leases.
- b) Any special studies, plans, surveys, reports, including but not limited to environmental reports.
- c) Any and all architectural and signage restrictions and/or requirements.
- d) Any and all appraisals including but not limited to tax assessments on the properties.
- e) All prior title insurance policies.
- 8) Section 8 is intentionally omitted.
- 9) Risk of Loss. Seller shall bear the risk of all loss or damage to, or destruction of, the Property or any portion of the Property from any and all causes whatsoever (collectively, "Damage") up to and including the date and time of the Closing; the doctrine of equitable conversion shall not apply to this transaction.

As used in this Section, the term "Estimated Cost of Repair" shall mean an estimate from a reputable contractor licensed to do business in Florida, mutually acceptable to Seller and Purchaser, of the actual cost of repair and restoration, which estimate is obtained by Purchaser within 30 days after receiving notice from Seller of any Damage. If Damage occurs as a result of fire or other casualty within 30 days before the scheduled Closing Date and the Damage is reasonably estimated by Purchaser to exceed the Closing shall be deferred, at Purchaser's option, for not more than 30 days to enable Purchaser to obtain the Estimated Cost of Repair.

If any Damage occurs at any time before the Closing, Seller shall promptly give written notice of such Damage to Purchaser. The rights and obligations of the parties by reason of Damage shall be as follows:

- (a) If the Estimated Cost of Repair shall be determined to be

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or less, the obligations of the parties shall not be affected, and Purchaser shall accept title to the Property in its destroyed or damaged condition, but at the Closing, Seller shall assign to Purchaser all of Seller's right, title, and interest in and to the proceeds of any insurance carried by Seller and paid or payable with respect to such Damage (including rent insurance proceeds for the period from and after the Closing), and Purchaser shall be entitled to a credit equal to the deductible and amounts required by the co-insurance provisions of the policy, less any amount reasonably applied by Seller to the repair or restoration of the Property if such repair or restoration is reasonably necessary to avoid a material risk of casualty if left unrepaired, and to a credit equal to the replacement cost not covered by insurance proceeds and deductibles.

(b) If the Estimated Cost of Repair shall exceed Purchaser shall have the option either (a) to accept title to the Property in its destroyed or damaged condition, in which case the parties shall proceed in accordance with the provisions of subparagraph (a) above; or (b) to terminate this Contract by giving written notice to Seller not later than fifteen (15) days after the Estimated Cost of Repair is determined. Upon the giving of such notice by Purchaser, this Contract shall be terminated and of no further force or effect, whereupon the Escrow Agent shall promptly return the Deposit to Purchaser, and thereafter the parties shall have no further rights, obligations, or liabilities under this Contract or with respect to the Property, at law or in equity."

10) Possession. Possession of all properties being purchased hereunder shall be delivered to Buyer on the Closing Date.

11) Matters Relating to Title. With respect to the Seller Owned Properties Buyer shall have within the ninety (90) day inspection period set forth in Section 4(a) hereof to examine the title and leases to each of the properties and, if title or leases are found defective, to notify Seller in writing thereof specifying the defect(s) which renders title unmarketable. Seller shall have thirty (30) days from receipt of notice to remove the defects, failing which Buyer shall, within five (5) days after the expiration of the thirty (30) day period, deliver written notice to Seller either:

a) Extending the time for a reasonable period not to exceed one hundred and twenty (120) days within which Seller shall use diligent effort to remove the defect(s); or

b) Request a refund of the Deposit which shall be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use

RC [Signature]

diligent effort to correct defect(s) within the time specified. If Seller is unable to timely correct the defect(s) Buyer shall either waive the defect(s) or receive a refund of the Deposit and thereupon both parties shall be released from all further obligations hereunder.

12) Parties Representations and Warranties.

a) Buyer's Representation and Warranties. Buyer represents and warrants to Seller as follows:

i. There is no pending or, to the best of Buyer's knowledge, any threatened lawsuits with respect to Buyer which would impair, impede, or prohibit the Buyer's ability to consummate the transaction contemplated by this Agreement.

ii. The execution, delivery, and performance of this Agreement by Buyer has been duly authorized, and no consent of any other person or entity to such execution, delivery, and performance is required to render this document a valid and binding instrument enforceable in accordance with its terms.

iii. The entering into of this Agreement (and the purchase of the properties described herein from Seller) shall not constitute a violation or breach by Buyer: (i) of any contract, agreement, understanding, or instrument to which it is a party or by which Buyer is subject or bound; (ii) of any judgment, order, writ, injunction, or decree issued against or imposed upon Buyer; or (iii) will result in violation of any applicable law, order, rule, or regulation of any governmental or quasi-governmental agency.

iv - see below
b) Seller's Representations and Warranties with Respect to the Seller Owned Properties. Seller represents and warrants to Buyer, in connection with all of the Seller Owned Properties as follows:

i. There are no pending or, to the best of Seller's knowledge, any threatened lawsuits with respect to Seller which would impair, impede, or prohibit the Seller's ability to consummate the transaction contemplated by this Agreement.

ii. The execution, delivery, and performance of this Agreement by Seller has been duly authorized, and no consent of any other person or entity to such execution, delivery, and performance is required to render this document a valid and binding instrument enforceable in accordance with its terms, *except as indicated in para. 12.a)iv.*

iii. The entering into of this Agreement (and the Sale of the

12 a) iv - Buyers acknowledge that they are aware of the assignability & financial provisions of the Master Lease & represent that they are qualified thereunder.

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properties described herein to Buyer) shall not constitute a violation or breach by Seller: (i) of any contract, lease agreement, understanding, or instrument to which it is a party or by which Seller is subject or bound; (ii) of any judgment, order, writ, injunction, or decree issued against or imposed upon Seller; or (iii) will result in violation of any applicable law, order, rule, or regulation of any governmental or quasi-governmental agency.

iv. Seller is a Florida corporation validly existing, in good standing, and authorized to do business in the State of Florida and has the power and authority to enter into this Agreement and perform its obligations hereunder, and the person signing this Agreement on behalf of Seller has full power and authority to bind Seller and its parties to all of the provisions hereof.

v. To the best of Seller's knowledge without investigation and in reliance solely on the Seller's existing lease, Seller owns a leasehold interest in the Real Property.

vi. During the term of this Agreement, Seller shall maintain and operate the properties in a manner consistent with Seller's maintenance and operation of the properties during the 12-month period preceding the Effective Date, and shall not, without the prior written consent of Buyer in each instance, which consent shall not be unreasonably withheld, undertake or commence any material or substantial renovations or alterations to the properties unless necessary to remedy violations or preserve or protect the properties or comply with any obligation of Seller under this Agreement.

vii. Seller has no knowledge regarding, and has received no written notice of, violations of any law, ordinance, order, or regulation affecting the properties issued by any governmental or quasi-governmental authority having jurisdiction over the properties that has not been corrected; and before the Closing Date Seller shall promptly provide to Buyer copies of any and all written notices of, violations that Seller receives between the Effective Date and the Closing Date from any governmental or quasi-governmental authorities having jurisdiction over the properties.

viii. There are no (a) existing or pending improvement liens affecting the properties; (b) existing, pending, or threatened lawsuits or appeals of prior lawsuits affecting the properties or Seller; (c) existing, pending, or threatened condemnation proceedings affecting the properties; (d) existing, pending, or

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threatened zoning, building, or other moratoria, down-zoning petitions, proceedings, restrictive allocations, or similar matters that could affect Buyer's use of the properties or the value of the properties; or (e) pending real estate tax appeals or protests with respect to the properties before any applicable governmental authority.

ix. All contractors and material suppliers who have, to date, furnished labor or materials to improve the properties have been paid in full or will be paid in full on or before the Closing Date and there is no basis for the filing of any construction, mechanic's, material supplier's, laborer's, or other lien against the properties, or any portion of the properties (excluding any lien arising from Buyer's activities); and as of the Closing Date, no work will have been performed or will be in progress at, and no materials will have been furnished to, the properties that, although not then the subject of, might provide the basis for, a construction, mechanic's, material supplier's, laborer's, or other lien against the properties or any portion of the properties (excluding any lien arising from Buyer's activities).

x. There are no management, service, supply, concession, or maintenance agreements, equipment leases, or similar agreements, equipment leases, or similar agreements with respect to the properties or any portion of the properties that cannot be cancelled by Buyer upon thirty (30) days prior written notice except as specifically set forth on Exhibit "B" thereof. Seller shall provide exhibit "B" within 10 days of effective date.

xi. Seller has not received a written summons, citation, directive, notice, complaint, or letter from the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection Agency, or other federal, state, or local governmental agency or authority specifying any alleged violation of any environmental law, rule, regulation, or order at or on the properties and, to the best of Seller's actual knowledge, information, and belief, without any investigation or due diligence, the properties are not currently under investigation for any such violation nor does Seller know of any such violations and Seller warrants to Buyer that it has never generated, stored, handled or disposed of any hazardous wastes or hazardous substance on any of the properties and that Seller is not aware of any such generation, storage, handling or disposal by any other party at any other time with respect to any of the said properties.

xii. All of the properties are in a physical condition suitable for

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Buyer's intended use of the properties as a Marina and Seller knows of no defect or material condition affecting any of the properties including but not limited to those defects not apparent upon inspection, that would adversely affect any of the properties or the Buyer's intended use.

xiii. There are no moratoriums or other governmental restrictions or regulations in effect that would adversely affect any of the properties or the Buyer's intended use thereof.

xiv. Seller warrants and represents that there is ingress and egress to all of the properties sufficient to allow such properties to be used as a Marina.

xv. At all times during the term of this Agreement and as of the Closing Date, all of the Seller's representations, warranties, and covenants herein shall be true and correct.

xvi. No representation or warranty by Seller contained herein and no statement delivered or information supplied to Buyer pursuant to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements or information contained in them or in this Agreement not misleading.

Any intentional misrepresentations by Seller concerning any of the matters set forth in this Section 12 shall without limitation survive the closing of this transaction. However, in this situation where such misrepresentation is not intentional, the survival period shall be limited to ninety (90) days subsequent to the date of closing.

13) Liens. With respect to the Seller Owned Properties Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs thereto for ninety (90) days immediately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and material men in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and material men, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at or prior to the Closing Date.

14) Place of Closing. Closing shall be held in the offices of Norman T. Roberts,

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P.A.

15) Time. Time is of the essence of this Agreement.

Should the date upon which any act required to be performed by this Agreement fall on a Saturday, Sunday, or Holiday, the time for performing shall be extended to the next business day. All time periods shall be computed in calendar days with the exception of time periods of five (5) days or less which will be computed in business days.

16) Brokers. Seller and Buyer each represent and warrant to the other that it has not dealt with any broker, salesperson, agent, or finder in connection with any of the transactions contemplated by this Contract, other than Coldwell Banker Commercial Schmitt Real Estate & Tom Duncan (Broker) insofar as each party knows, no broker, salesperson, agent, finder, or other person other than the above Broker are entitled to any commission in connection with any of the transactions contemplated by this Contract. Broker's commission shall be paid by Seller pursuant to the terms of a separate agreement between Seller and Broker. Seller agrees to indemnify, defend, save, and hold harmless Buyer from and against any and all losses, claims, damages, liabilities, fees and costs, and all other expenses related to, growing out of, or arising from any claims or demands of Broker or any one claiming through Seller or Broker. Seller and Buyer each agree to indemnify, defend, save, and hold harmless the other from and against any and all losses, claims, damages, liabilities, fees and costs, and all other expenses related to, growing out of, or arising from, any claims or demands for any brokerage commissions other than to Broker or anyone claiming through Seller or Brokers alleged to be payable because of any act, omission, or statement of the indemnifying party. The terms of this Section shall survive the Closing and any termination of this Contract.

17) Notices. Any notice required or permitted to be delivered under this Agreement shall be in writing and shall be deemed given (i) on the date of receipt in the case of delivery by courier service or personal delivery, (ii) three business days after being sent by United States Postal Service, Postage prepaid, Certified or Registered mail, return receipt requested, (iii) the next business day if sent by reputable national overnight express mail service, or (iv) if sent by facsimile, during normal business hours. Notice to Buyer of Seller shall be delivered as follows:

- a) If to Buyer:
Southfork Development Group
Attn: Richard Conto or Brian McCarthy
1101 Investment Blvd., Ste. 170
El Dorado Hills, CA 95762
Telephone No. (916) 941-7290
Fax No. (916) 941-7291

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with copy to:

Norman T Roberts, P.A.
Attn: Norman T. Roberts
50 West Mashta Drive, Ste. 4
Key Biscayne, FL.
Telephone No. (305) 361-1383
Fax No. (305) 361-0385

b) If to Seller:

Fred Skomp
5130 overseas highway sis.1.
Key West, FL 33040
Telephone No: (305) 360-2910
Fax No. (305) 296-0605

c) If to Escrow Agent:

Norman T. Roberts, PA.
Attn: Norman T. Roberts
50 West Mashta Drive, Ste. 4
Key Biscayne, FL. 33149.
Telephone No. (305) 361-1383
Fax No. (305) 361-0385.

d) To Broker:

Curtis Skomp
3132 Flagler Ave.
Key West, FL 33040
Telephone No: (305) 292-7441
Fax No. (305) 296-6770

18) Failure of Performance. If Buyer fails to perform this Agreement within the time specified, including payment of all deposits, the deposit(s) paid by Buyer, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Agreement and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Agreement and this shall be Seller's sole and exclusive remedy in the event of Buyer's default. If for any reason other than failure of Seller to make Seller's title or leases marketable after diligent effort, Seller fails, neglects or refuses to perform this Agreement, Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

19) Agreement Not Recordable; Persons Bound; Notice; Facsimile. Neither

and agreed to be paid
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this Agreement nor any notice of it shall be recorded in any public records. This Agreement shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as an original.

20) Closing Documents. With respect to all properties conveyed hereunder, Seller shall furnish a Bill of Sale, Construction Lien Affidavit, Owner's Possession Affidavit, GAP Insurance Affidavit, Assignments of Leases, tenant and mortgagee estoppel letters, FIRPTA Affidavit corrective instruments and any other documents reasonably required by the Buyer or Buyer's Title Insurance Underwriter in order to issue an Owner's Title Insurance Policy insuring that Buyer receives a good and marketable title with respect to all of the properties being purchased hereunder.

21) Expenses. With respect to the Seller Owned Properties being purchased hereunder, documentary stamps on the assignment of lease instrument, the cost of recording corrective instruments and the cost of providing title evidence (which evidence shall consist of Seller's prior Owner's Title Insurance Policy along with a credit to Buyer for the cost of bringing the title current from the date of such policy) shall be paid by Seller. The cost of recording the assignment of lease instrument and all charges for Title Insurance, including the cost of Title examination shall be paid for by the Buyer.

22) Pro-rations; Credits. With respect to all properties conveyed hereunder, taxes, assessments, interest, and other expenses of the Property shall be prorated through the day before Closing. Escrow deposits held by mortgagee, if any, will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount. If Closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessments and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. A tax pro-ratio based on an estimate shall, at request of either party, be readjusted upon receipt of tax bill.

23) Special Assessments Liens. With respect to all properties being conveyed hereunder, certified, confirmed and ratified special assessment liens imposed by public bodies as of the Closing Date are to be paid by Seller with the exception of a sewer impact fee which shall be paid by buyer at closing. Seller shall provide documentation that this assessment provides additional capacity for the future use of the site. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at Closing, be charged an amount equal to

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the last estimate or assessment for the improvement by the public body.

24) Closing Procedures. The assignment of Seller's leasehold interest shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow and closing procedure required by this Standard shall be waived. Unless waived as set forth above the following closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than five (5) business days after Closing; (2) if Seller's leasehold interest is, subsequent to the Effective Date hereof then adversely affected, through no fault of Buyer, Buyer shall, within the five (5) day period, notify Seller in writing of the defect and Seller shall have thirty (30) days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall vacate the Real Property and reconvey the Seller's leasehold interest and personal property back to the Seller; and (4) if Buyer fails to make timely demand for refund, Buyer shall take title to Seller's leasehold interest as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the assignment of lease instrument.

25) Escrow. The Escrow Agent receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Agreement. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Escrow Agent's duties or liabilities under the provisions of this Agreement, Escrow Agent may, at Escrow Agent's option, continue to hold the subject matter of the Escrow Agent until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Escrow Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Escrow Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Escrow Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. Any suit between Buyer and Seller wherein Escrow Agent is made a party because of acting as Escrow Agent hereunder, or in any suit wherein Escrow Agent interpleads the subject matter of the escrow, Escrow Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Escrow Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Agreement or gross negligence of Escrow Agent.

- 26) Attorney Fees; Costs. The prevailing party in any litigation, arbitration or other legal proceeding that may arise hereunder shall be entitled to recover its attorney's fees and costs including appellate attorney's fees from the other party in addition to any other relief to which such party may be entitled.
- 27) Disclosure of Real Estate Licensure. The parties acknowledge that Brian McCarthy, an officer of Southfork Development Group, is a licensed real estate agent in the State of California. McCarthy does not represent either the Buyer or Seller as an agent in this transaction and is therefore not entitled to a fee or commission on this transaction.
- 28) Foreign Investor's Disclosure. Seller and Buyer agree to execute and deliver any instrument, affidavit or statement, and to perform any act reasonably necessary to carry out the provisions of the Foreign Investment and Real Property Tax Act and the regulations promulgated there under.
- 29) Addenda. Any addendum attached hereto and either signed or initialed by the parties shall be deemed a part hereof. This Agreement, including addenda, if any, expresses the entire agreement of the parties and supersedes any and all previous agreements between the parties with regard to any of the properties described herein. There are no other understandings, oral or written, which in any way alter or enlarge its terms, and there are no warranties or representations of any nature whatsoever either express or implied, except as set forth herein. Any future modification of this Agreement will be effective only if in writing and signed by the party to be charged.
- 30) Acceptance and Effective Date. Buyer's signature hereon constitutes an offer to Seller to purchase the properties on the terms and conditions set forth herein. Unless acceptance hereof is made by Seller's execution of this Agreement and delivery of a fully executed copy to Buyer, either in person, mail, or email at the address shown below, on or before December 5th, 2005, this offer shall be null and void, on any Deposit collected, shall be returned to Buyer, and neither Seller nor Buyer shall have any further rights or obligations hereunder. Delivery shall be effective upon personal delivery to Buyer or Buyer's agent or if by mail, on the next business day following the date of postmark. The "Effective Date" of this Agreement shall be the later of (a) the date on which the Seller executes this Agreement or (b) the date of written acceptance (by either Buyer or Seller) of the final counter-offer submitted by the other party.
- 31) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- 32) Confidential Information. Buyer acknowledges and agrees that all information, data, documents, records, and other materials, written, oral or electronic, relating to the Seller, its subsidiaries and affiliates, and the business conducted by any of them, including without limitation financial, sales,



operations, and marketing information, which is furnished to Buyer by Seller or its officers, directors, employees, affiliates, accountants, counsel or other agents, independent contractors, advisors and representatives is non-public, valuable and confidential information and is the sole and exclusive property of Seller. Without limiting the generality of the foregoing Buyer and Seller agree that neither shall disseminate sales information regarding this transaction including the purchase price being conveyed hereunder without the prior written consent of the other party. Both parties agree to limit communication with any employees or sub-lease without prior written consent of the seller.

33) Permitted Disclosure. Buyer agrees to maintain the confidentiality of the Confidential Information and not to disclose any Confidential Information to any person for any purpose; that (i) Confidential Information may be disclosed to Buyer's directors, officers and employees who need to know such information for the purpose of evaluating a possible business transaction involving the Seller (it being understood and agreed that Buyer will advise such persons of the confidential nature of such information and shall direct such persons to maintain the confidentiality of such information); (ii) Confidential Information may be disclosed to an affiliate, agent, independent contractor, advisor or representative of Buyer but only on a need to know basis for the purpose of such representative assisting Buyer but only on a need to know basis for the purpose of such representative assisting Buyer in evaluating such a possible business transaction and only if such representative first agrees to be bound by the terms of a confidentiality agreement in substantially the same form as this provision; and (iii) any disclosure of such Confidential Information may be made to which the Seller shall give its prior written consent.

34) Exclusions. The term Confidential Information does not include information which (i) becomes generally available to the public other than as a result of disclosure by Buyer or any director, officer, employee or representative of Buyer; (ii) was legally available to Buyer on a non confidential basis from a source other than the Seller, its directors, officers, employees, affiliates, agents, independent contractors, advisors or representatives, provided that such source is not bound by a confidentiality agreement with any of the foregoing.

35) Assignment. Buyer shall have the unrestricted right to assign all or any portion of its rights hereunder without the prior approval of the Seller. No assignment which would adversely affect Seller will be allowed, however Seller does hereby agree to permit assignments to one or more individual(s) or limited liability companies that are created by Buyer to accommodate TIC (Tenants In Common) Investors.

36) Disclosures. Under the laws of the State of Florida Buyer is hereby advised as follows:

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a) F.S. 404.056(5) requires that the following notification provided to purchasers of real property located in the state of Florida: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county's health department."

b) Energy Rating Disclosure. Under F.S. 553.996, Buyer may request that Seller cause a State Certified Energy Rater to perform an energy efficiency rating on the Unit being purchased. Buyer hereby releases Seller from any responsibility or liability for the accuracy or level of rating and Buyer understands and agrees that this Agreement is not contingent upon Buyer approving the rating, that the rating is solely for Buyer's own information, and that Buyer will pay the total cost of obtaining the rating. Buyer hereby acknowledges the receipt of the Department of Community Affairs brochure regarding the Florida Energy Efficiency Rating System attached hereto as Exhibit C and incorporated herein by this reference.

37) Buyer's Right to Inspect Prior to Closing. Buyer shall have the right within twenty-four (24) hours of the date of Closing to conduct a walk thru of all of the properties being purchased hereunder to ascertain that the properties are in the same condition as they were in at the time that the physical inspections thereof was conducted, normal wear and tear excepted.

38) Exchange. Buyer agrees to cooperate should Seller elect to sell the Property as part of a like-kind exchange under IRS section 1031. Seller's contemplated exchange shall not impose upon Buyer any additional liability or financial obligation, and Seller agrees to hold Buyer harmless from any liability that might arise from such exchange. This Contract shall not be subject to or contingent upon Seller's ability to acquire a suitable exchange property or effectuate an exchange. In the event any exchange contemplated by Seller should fail to occur, for whatever reason, the sale of the Property shall nonetheless be consummated as provided herein.

39) Successors and Assigns. This Agreement and any addenda hereto shall be binding upon and inured to the benefit of the heirs, successors, representatives and assigns of the parties hereto.

40) Facsimile Transmission. Documents sent via facsimile shall be treated as the same as originals.

41) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed original, but all of which together

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shall constitute one and the same instrument.

42) WAIVER OF JURY TRIAL. SELLER AND BUYER MUTUALLY AGREE THAT THEY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN THE EVENT OF ANY DISPUTE OR COURT ACTION ARISING FROM, GROWING OUT OF, OR RELATED TO THIS CONTRACT. THE PARTIES ACKNOWLEDGE THAT THIS WAIVER IS A SIGNIFICANT CONSIDERATION TO, AND A MATERIAL INDUCEMENT FOR THEM TO ENTER INTO THIS CONTRACT.

43) Condemnation or Eminent Domain. In the event of any condemnation or eminent domain proceedings for any public or quasi-public purposes at any time prior to Closing resulting in a taking of any part or all of the Property, Seller shall immediately provide written notice thereof to Buyer and, Buyer shall have the option: (i) to cancel this Contract, in which event the any Extension Payments shall be returned by Seller and the Deposit shall be promptly returned to Buyer, and upon such return, this Contract shall be terminated and the parties released of any further obligation hereunder; or (ii) to Close the transaction contemplated by this Contract, in which event the Purchase Price shall not be abated; provided, however, Seller shall cause any condemnation or eminent domain award to be assigned to Buyer. Buyer shall notify Seller of its election of (i) or (ii) above within fifteen (15) business days of Buyer's receipt of notice of any such condemnation or eminent domain proceedings. Seller agrees that it shall not enter into any settlement of any condemnation proceedings or eminent domain award without the prior written consent of Buyer.

44) Headings. The headings used herein are for convenience only and are not to be construed in interpreting this Agreement.

In Witness Whereof, the parties hereto have set their hands and seals the day and year first here and above set forth.

Southfork Development Group
a California Corporation
(Buyer)

By: Richard Conto
Richard Conto CEO

Fred Skomp
Historic Seaport District Inc.
(Seller)

By: Fred Skomp, Pres.
Fred Skomp

RL

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FAX NO. 3052922069

P. 02

SECOND AMENDMENT TO BUSINESS LEASE**By and Between****LIBBEN CO. and CONCH CONTRADA, L.C. (collectively "LESSOR") and
HISTORIC SEAPORT DISTRICT, INC. ("LESSEE")**

THIS SECOND AMENDMENT TO BUSINESS LEASE is made and entered into as of this 5th day of July, 2004, by and between LIBBEN Co., a Colorado limited partnership and CONCH CONTRADA, L.C. (hereinafter collectively referred to as "LESSOR") and HISTORIC SEAPORT DISTRICT, INC. (hereinafter referred to as "LESSEE").

RECITALS

WHEREAS, Libben Co. and LESSEE entered into a Business Lease on the 14th day January, 1998 ("Lease") for the premises described in Exhibit A attached hereto (Initial Property); and,

WHEREAS, Conch Contrada, L.C. owns real property contiguous to the property more particularly described in Exhibit A; and

WHEREAS, LESSEE desires to lease the above-described adjacent parcel, Alternate Key #8881797, RE#132640.0001, and more particularly described in Exhibit B ("Additional Property"); and,

WHEREAS, Libben Co. and Conch Contrada, L.C. are entities that have the same principals, more particularly Libby C. Trevor and Benjamin D. Trevor; and,

WHEREAS, Libby C. Trevor and Benjamin D. Trevor, as the principals of Conch Contrada, L.C. and Libben Co., desire to lease the Additional Property to LESSEE by amending the Lease between Libben Co. and LESSEE, and otherwise amending the Lease in accordance with the terms and conditions contained herein; and,

WHEREAS, Conch Contrada, L.C. and Libben Co. shall hereinafter be referred to collectively as "LESSOR".

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by LESSOR and LESSEE, the parties agree as follows:

1. The Recitals contained herein are true and correct and incorporated herein by reference.

SECOND AMENDMENT TO BUSINESS LEASE
LIBBEN CO. and CONCH CONTRADA, L.C. (collectively LESSOR) and
HISTORIC SEAPORT DISTRICT, INC. (LESSEE)

Page 1 of 5

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P. 03

2. LESSOR hereby agrees to lease, rent and demise unto LESSEE and LESSEE does hereby lease from LESSOR the Additional Property more particularly described in Exhibit B.
3. Except for the provision regarding rent, the reference to "Demised Premises" and "Premises" in the original Lease shall now refer to the Initial Property, as well as the Additional Property, including but not limited to the provisions regarding maintenance, repair, operation, payment of real estate taxes, insurance and indemnification.
4. The term and duration of the Lease is hereby extended for a term of forty (40) years, commencing on the date of execution of this Second Amendment.
5. Commencing upon the expiration of eight (8) months from the date of execution of this Second Amendment, in addition to the Minimum Rent, LESSEE agrees to pay LESSOR an additional four thousand five hundred and 00/100 dollars (\$4500), plus sales tax, each month. LESSEE shall have ninety (90) days due diligence (which is more particularly discussed in Paragraph 11), and upon expiration of said ninety (90) day period, LESSEE shall not pay rent for five (5) months to allow for renovations and improvements to be made to the Additional Property; provided however that LESSEE shall pay all triple net expenses associated with the Additional Property commencing upon the date of possession (expiration of the due diligence period), including but not limited to real estate taxes, insurance, utilities, as well as any other charges or deductions whatsoever associated with the Additional Property.
6. LESSEE shall pay LESSOR an annual rent of fifty-four thousand and 00/100 dollars (\$54,000), plus applicable sales tax, until February 14, 2011 as consideration for the Additional Property, said amount to be payable in monthly installments of four thousand five hundred and 00/100 dollars (\$4500), plus applicable sales tax. Commencing February 15, 2011, and every two (2) years thereafter, the foregoing annual rent for the Additional Rent shall be increased by four percent (4%), as the Minimum Rent is increased pursuant to the Lease. Therefore, the total Minimum Rent, including the rent for both the Initial Property and Additional Property, shall be two hundred twenty-four thousand six hundred nineteen and 63/100 dollars (\$224,619.63) for the period February 15, 2011 to February 14, 2013.
7. LESSEE agrees that the above-referenced rent for the Additional Property shall also be absolutely net to LESSOR throughout the term of the Lease, free from any taxes, costs, utilities, insurance expenses, liabilities, charges or deductions whatsoever, with respect to said Additional Property.

SECOND AMENDMENT TO BUSINESS LEASE
LIGBEN CO. and CONCH CONTRADA, L.C. (collectively LESSOR) and
HISTORIC SEAPORT DISTRICT, INC. (LESSEE)

Page 2 of 5

P. 03

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P. 04

8. LESSEE may finance the improvements to be made to the Additional Property. Notwithstanding the foregoing, LESSEE shall have no right to, power or authority to cause the fee simple interest in the real property of LESSOR to be subordinated to any mortgage, lien or encumbrance of any nature whatsoever, as provided in the Lease.
9. LESSEE shall have the option to change the use of the Additional Property provided that the LESSEE must comply with applicable governmental laws and the requirements of the LESSOR's insurer. Since the LESSOR has no knowledge as to the specifics of how the LESSEE operates its business, the LESSOR does not make any representations or warranties that the LESSEE's intended use complies with the applicable laws or the LESSOR's insurer's requirements and accordingly the LESSEE assumes all risks and liabilities of compliance and shall comply with the requirements of the applicable governmental authorities, the LESSOR's insurer's requirements as well as with any provision of the Lease or this First Amendment. LESSOR agrees to cooperate, at no expense or liability to LESSOR, by executing any applications or documentation necessary to change the use of the Additional Property; provided however, LESSEE shall be responsible for pursuing said action and completing all applications.
10. LESSEE will, at LESSEE's expense and within ninety (90) days from the date of execution of this First Amendment ("Due Diligence Period"), determine whether the Additional Property is suitable, in LESSEE's sole and absolute discretion, for LESSEE's intended use. During the Due Diligence Period, LESSEE may physically inspect the Property; conduct any tests, analyses, surveys and investigations ("Inspections") which LESSEE deems necessary to determine to LESSEE's satisfaction the Property; zoning and zoning restrictions; availability of access to public roads, water, and other utilities; and any other inspections that the LESSEE deems appropriate to determine the suitability of the Property for LESSEE's intended use. LESSOR grants to LESSEE, its agents, contractors, and assigns, the right to enter the Additional Property at any time during the Due Diligence Period for the purpose of conducting inspections; provided, however, that LESSEE, its agents, contractors and assigns enter the property and conduct inspections at their own risk. LESSEE shall deliver written notice to LESSOR prior to the expiration of the Due Diligence Period of LESSEE's determination of whether or not the property is acceptable. If, at any time during the Due Diligence Period, LESSEE determines in its sole and absolute discretion that the Additional Property is unsatisfactory to LESSEE, then LESSEE shall notify LESSOR in writing prior to the expiration of the Due Diligence Period that it has not elected to proceed; in that event, the parties shall be released from all further rights and obligations as set forth in this First

SECOND AMENDMENT TO BUSINESS LEASE
LEBBEN CO. and CONCH CONTRADA, L.C. (collectively LESSOR) and
HISTORIC SEAPORT DISTRICT, INC. (LESSEE)

Page 3 of 5

P. 04

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Amendment. Upon the foregoing occurrence, this First Amendment shall become null and void, and the terms of the original Lease shall be the only terms in full force and effect, as if this First Amendment was never executed. In the event LESSEE timely notifies LESSOR as previously set forth, LESSEE's first and last month's rent for the Additional Property shall be returned to LESSEE immediately. LESSEE's failure to comply with this notice requirement shall constitute acceptance of the Additional Property in its present "as is" condition, and LESSEE shall be bound by the terms of this First Amendment and the original Lease with respect to the Demised Premises. Furthermore, no representation, statement or warranty, implied or express, has been made by or on behalf of LESSOR as to the condition of the Additional Property or as to the use that may be made of such Additional Property. In no event shall LESSOR be liable for any defect in the Additional Property, or for any limitation on LESSEE's use thereof.

11. The parties acknowledge and agree that during the Due Diligence Period, both parties will not, without the prior written consent of the other, release or divulge the fact that such negotiations are occurring or that an additional transaction between the parties may occur, to any person not employed by or not an agent of LESSOR or LESSEE.
12. LESSEE shall also have the right of first refusal to purchase the Additional Property, as set forth in Paragraph 39 of the Lease.
13. LESSEE hereby agrees to decommission the septic tank upon expiration of the Due Diligence Period Commencing upon the date of execution of this Second Amendment. LESSEE shall be responsible for maintaining, replacing or upgrading, at LESSEE's expense, any items involving environmental matters related to the Additional Property, as set forth in the Lease.
14. The broker in this transaction is REALTY EXECUTIVES and the commission shall be paid by the LESSOR monthly over the term of the lease. LESSEE covenants, warrants and represents that no other broker was instrumental in consummating this Lease, and that no conversations or negotiations were had with any other broker concerning the renting of the Additional Property. LESSEE agrees to hold LESSOR harmless from and against, and agrees to defend at its own expense, any and all claims for a brokerage commission by LESSEE with any other brokers.
15. Except as modified herein, all other terms and provisions set forth in the original lease shall remain in full force and effect.

The remainder of this page has intentionally been left blank. Signature page to follow.

SECOND AMENDMENT TO BUSINESS LEASE
LIBBEN CO. and CONCH CONTRAIDA, L.C. (collectively LESSOR) and
HISTORIC SEAPORT DISTRICT, INC. (LESSEE)

Page 4 of 5

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FAX NO. 3052922069

P. 06

SIGNED, SEALED and DELIVERED
In the presence of:

Jessica L. Hardy
Signature of Witness
Jessica L. Hardy
Printed Name of Witness

LESSOR: LIBBEN CO., a Colorado
Limited Partnership

By: Benjamin D. Trevor
BENJAMIN D. TREVOR,
General Partner

Jessica L. Hardy
Signature of Witness
Jessica L. Hardy
Printed Name of Witness

By: Libby C. Trevor
LIBBY C. TREVOR,
General Partner

Jessica L. Hardy
Signature of Witness
Jessica L. Hardy
Printed Name of Witness

CONCH CONTRADA, L.C.

By: Benjamin D. Trevor
BENJAMIN D. TREVOR,
Manager

Libby C. Trevor

LESSEE: HISTORIC SEAPORT
DISTRICT, INC., a Florida
Corporation

D.N.C. Dawson
Signature of Witness
D.N.C. Dawson
Printed Name of Witness

By: A. Frederick Skomp
A. FREDERICK SKOMP,
President

David P. Richard
Signature of Witness
David P. Richard
Printed Name of Witness

By: Timothy W. Root
TIMOTHY W. ROOT,
Secretary

7/13/04

7-13-04

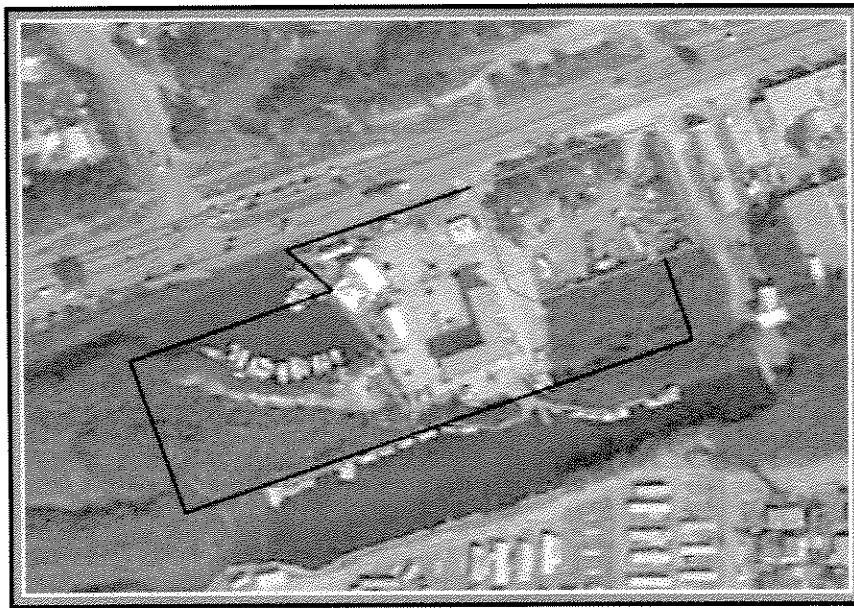
Appendix N

VEGETATION SURVEY

WATERMARK MARINA of KEY WEST

REAL ESTATE NUMBER 132640-0001

STOCK ISLAND, MONROE COUNTY, FLORIDA



Prepared by:

**Terramar Environmental Services
1241 Crane Boulevard
Sugarloaf Key, FL 33042
terramar@bellsouth.net**

May 2006

INTRODUCTION

The Watermark Marina of Key West property under evaluation includes a parcel of land located on Stock Island, Monroe County (RE # 132640-0001). The property is bounded by U.S. 1 to the north, developed lands to the east and west, and mangrove wetlands to the south (Figure 1). The habitats on the Hurricane Hole property include disturbed uplands and mangrove wetlands. The disturbed uplands consist of a scarified area adjacent to U.S. 1 and are proposed for development. The adjacent mangrove wetlands are not proposed for development. Despite the disturbed character of the uplands, several large trees protected through the Monroe County Land Development Regulations (LDR's) are present and are the subject of this vegetation survey.

Protected plants are defined by the LDR's as plants that are listed as endangered, threatened, commercially exploited, or regionally important as established by the Florida Department of Agriculture, and all native trees with a diameter at breast height (DBH) of greater than four inches. The LDR's specify that, to the maximum extent practicable, development shall be sited so as to preserve protected plants. In those instances where avoidance of such species is not possible, then the loss of such species shall be mitigated pursuant to Monroe County mitigation standards as defined in Sec. 9.5-346 of the LDR's.

Mitigation for tree removal typically requires payment to the county environmental land management and restoration fund in an amount sufficient to replace each removed plant or tree on a two to one (2:1) basis. The mitigation fee shall be based on the replacement cost of the specific plants and trees with the costs for replacement based upon a price schedule maintained and updated annually by the county biologist. Funds generated through mitigation fees are used for restoration and management activities of public resource protection and conservation lands.

In order to determine the number of protected plants potentially impacted by the development of the Watermark Marina of Key West property, a vegetation survey was conducted to document the distribution and abundance of protected trees on the property. The survey consisted of a complete accounting of all protected trees on the property, and all protected plants were

identified with flagging tape. The approximate location of these trees was plotted on a recent aerial photograph for site planning and future reference.

RESULTS

A total of 22 individuals of four species of protected plants were identified on the Watermark Marina of Key West property, all large trees with a DBH greater than four inches (Table 1, Figure 2). No plants listed as endangered, threatened, commercially exploited, or regionally important were observed on the property.

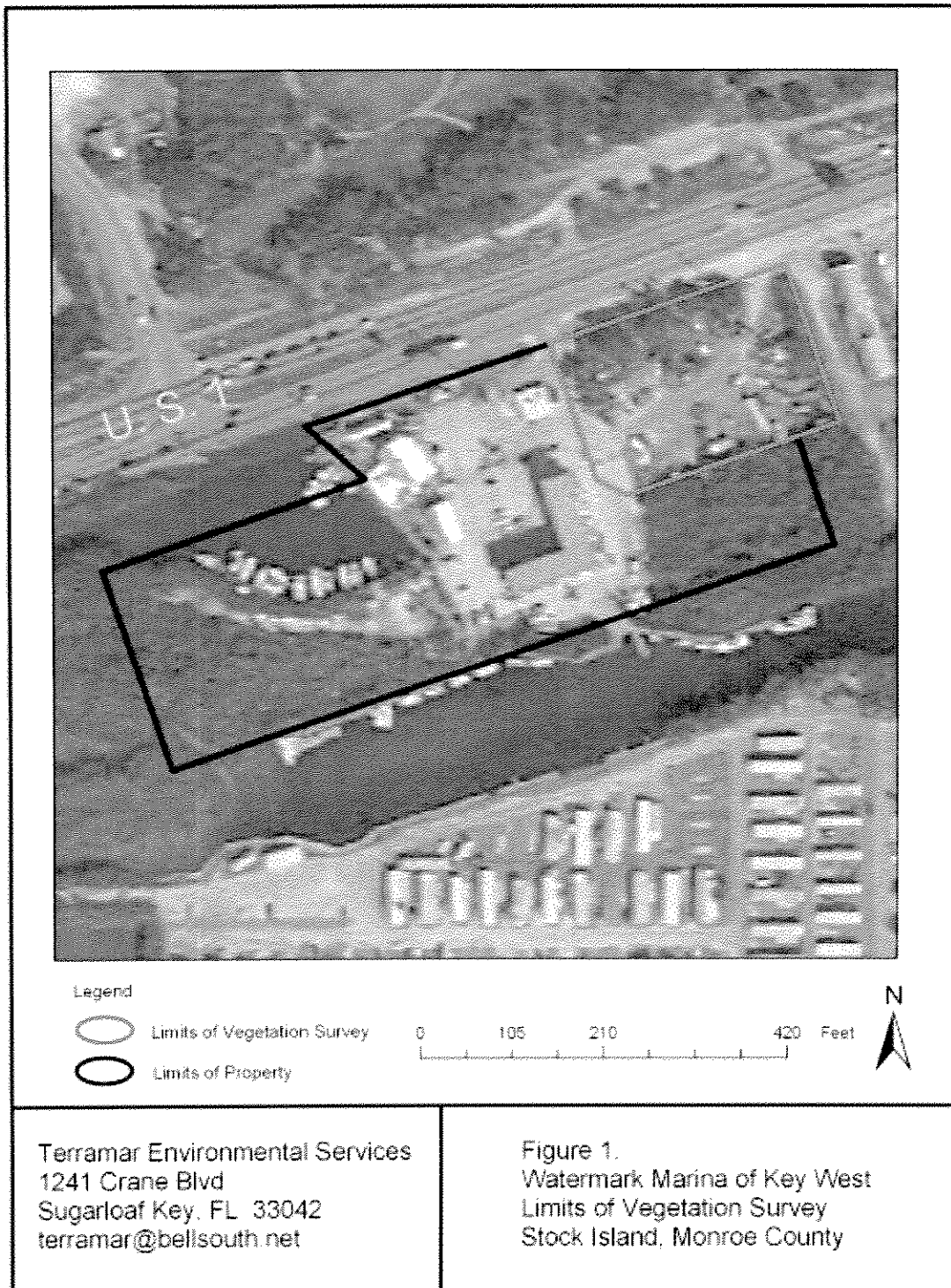
Table 1. Protected plant species found on the Watermark Marina of Key West property.

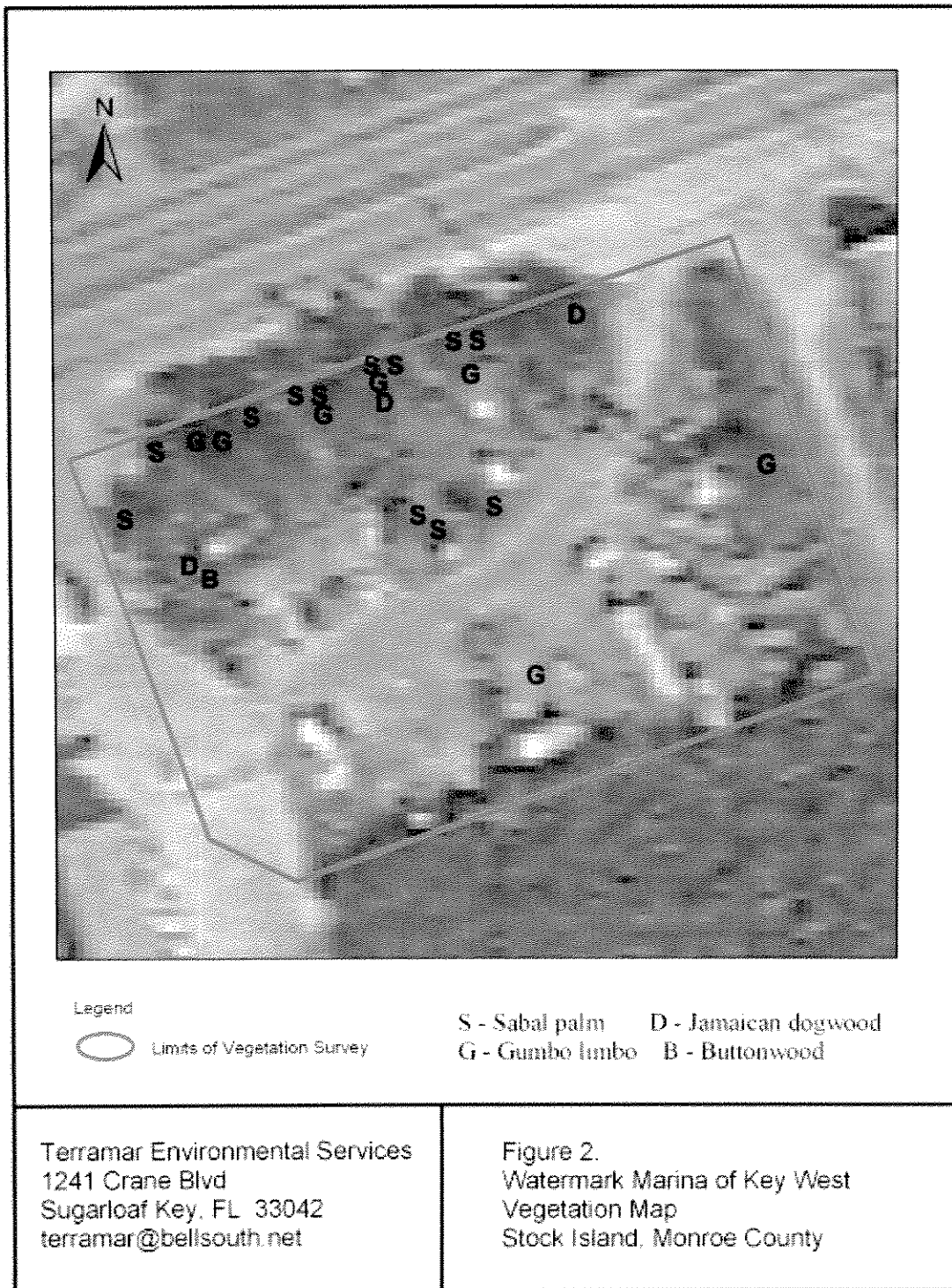
Common Name	Scientific Name	Listed Status	Notes
Gumbo limbo	<i>Bursera simaruba</i>	None	Six large trees
Buttonwood	<i>Conocarpus erectus</i>	None	One large tree
Sabal palm	<i>Sabal palmetto</i>	None	12 large trees
Jamaican dogwood	<i>Piscidia piscipula</i>	None	Three large trees

All protected trees identified were located in the disturbed area, with the majority being located towards the highway. It is likely that many if not all of the protected trees on the property were previously planted as landscaping and are not remnants of former forest cover.

MITIGATION REQUIREMENTS

Many of the large specimen trees may be maintained as part of the final approved site plan, especially those trees near U.S. 1 and along the property boundaries. Sabal palms and Gumbo limbo trees both transplant readily, and relocation of these large trees on-site as part of the final landscape plan is feasible. Once the final approved site plan for the Watermark Marina of Key West property has been approved and the fate of each individual tree has been determined, a mitigation plan can be developed based on unavoidable impacts to existing protected vegetation.





Appendix O

FILE #1200378
BK#1654 PG#1591



RCD Sep 22 2000 11:31AM
DANNY L KOLHAGE, CLERK

**MONROE COUNTY, FLORIDA
MINOR CONDITIONAL USE DEVELOPMENT ORDER #5-99**

A DEVELOPMENT ORDER APPROVING THE MINOR CONDITIONAL USE REQUEST OF CONCH CONTRATA, L.C. TO CONSTRUCT ONE (1) 7,500 SQUARE FOOT RESTAURANT, RELOCATE AN EXISTING SEWAGE TREATMENT FACILITY, AND LOCATE A SHARED DRIVEWAY WITH THE ADJACENT PROPERTY TO THE WEST IN THE REQUIRED MINIMUM SIDE YARD ON PROPERTY DESCRIBED AS A PORTION OF LOT 24, SUN KREST SUBDIVISION AND A PORTION OF GOVERNMENT LOT 1, SECTION 34, TOWNSHIP 67 SOUTH, RANGE 25 EAST, STOCK ISLAND, MONROE COUNTY, FLORIDA, MILE MARKER 4. THE LAND USE DESIGNATION IS MIXED USE, AND THE REAL ESTATE NUMBER IS 00132640.000100.

WHEREAS, Conch Contrata, L.C. is the owner of real property described as a portion of Lot 24, Sun Krest Subdivision and a portion of Government Lot 1, Section 34, Township 67 South, Range 25 East, Stock Island, Monroe County, Florida, Mile Marker 4 ; and

WHEREAS, Conch Contrata, L.C. applied for a Minor Conditional Use approval for the construction of one (1) 7,500 square foot restaurant, relocate an existing sewage treatment facility, and locate a shared driveway with the adjacent property to the west in the required minimum side yard on property located in the Mixed Use (MU) land use district; and

WHEREAS, the Development Review Committee (DRC) of Monroe County, Florida, in accordance with the provisions of Sections 9.5-24 and 9.5-68 of the Monroe County Land Development Regulations, met to review the request of Conch Contrata, L.C. for approval of the Minor Conditional Use application on July 22, 1999; and

WHEREAS, the Development Review Committee reviewed the following documents and other information relevant to the Conch Contrata L.C. Minor Conditional Use request:

1. The application for a Minor Conditional Use dated December 10, 1995, including a site plan, floor plan and elevations prepared by Dennis Beebe, Architect and last revised May 13, 1999; Stormwater Management Plan prepared by Frederick H. Hildebrandt last revised June 2, 1999; Boundary Survey prepared by Frederick H. Hildebrandt last revised November 15, 1995; and a landscaping plan prepared by The Craig Company and dated June 3, 1999.
2. The staff report prepared by Barbara Mitchell, Senior Planner, and Ralph Gouldy, Senior Planner Environmental Resources, dated July 8, 1999.
3. Comments by members of the Development Review Committee; and

WHEREAS, based upon the information and documentary evidence submitted, the Development Review Committee adopted the following findings of fact and conclusions of law:

- 1) Based on the Board of County Commissioners Resolution 172-1999, we find that a determination of vested rights has been denied. Therefore, the restaurant will be subject to Policy 101.3.1 of the Year 2010 Comprehensive Plan which states that Monroe County shall maintain a balance between residential and nonresidential development by establishing a nonresidential permit allocation system. Therefore, we conclude that this project is subject to the Comprehensive Plan policies regarding nonresidential development. Furthermore, prior to receiving building permits, the applicant shall receive allocations in the nonresidential permit allocation system.
- 2) Based on the Monroe County Code (MCC) § 9.5-66, we find that the Planning Director can approve a waiver to the minimum yard requirements if the waiver will enhance the ability of the project to meet the general standards for all conditional uses. Based on the survey submitted, we find that the ingress/egress to the site and adjacent property is disorganized and repetitive and would benefit from a shared driveway provided that some or all of the existing ingress/egress points are eliminated. Therefore, we conclude that a sideyard setback waiver is warranted with the submittal of a shared driveway agreement approved by the Monroe County Engineer.
- 3) Based on the site plan submitted, we find that the proposed loading zone is located in a required vehicular travel aisle. Based on the application, we find that the hours of the restaurant will be limited to lunch and dinner service. Therefore, we conclude that the loading zone can be approved as shown provided that the use of the loading zone is limited to hours when the restaurant is closed to patrons.
- 4) Based upon the application submitted, we find that the surface water management plan has not been reviewed by the Monroe County Engineer. Therefore, we conclude that the applicant intends to comply with MCC§ 9.5-293; however, compliance cannot be determined until the Monroe County Engineer approves the proposed plan.
- 5) Based upon the application submitted, we find that the required letters of coordination from the Department of Health (DOH) and/or the Florida Department of Environmental Protection (FDEP) have not been submitted pursuant to the proposed relocation of an existing sewage treatment plant. Therefore, we conclude that the project is not in compliance with MCC§ 9.5-294.
- 6) Based on the site plan submitted, we find that there is insufficient information submitted on the proposed outdoor lighting. Therefore, we conclude that the project is not in compliance with MCC§ 9.5-391.
- 7) Based on the application, we find that the applicant has initiated coordination of the access to the property with Florida Department of Transportation (FDOT). Based on the proposed change of use to restaurant, an access permit by FDOT is required. The applicant has not received this FDOT permit. Therefore, we conclude that compliance with MCC§ 9.5-421 cannot be determined.
- 8) Based on the application submitted, we find that the Construction Waste Management Plan has not been reviewed by the Monroe County Department of Solid Waste. Therefore, we conclude that the applicant intends to comply with MCC§ 8-85; however, compliance

cannot be determined until the Monroe County Department of Solid Waste approves the proposed plan.

- 9) Based on the application submitted, we find that the Recycling Plan has not been reviewed by the Monroe County Department of Recycling. Therefore, we conclude that the applicant intends to comply with MCC§ 8-85; however, compliance cannot be determined until the Monroe County Department of Recycling approves the proposed plan.

WHEREAS, the Conch Contrata L.C. submitted to the Monroe County Planning Department a signed Joint Driveway Easement dated March 10, 2000; and

WHEREAS, the County Engineer has reviewed and approved the Joint Driveway Easement for Conch Contrata L.C. and Historic Seaport, Inc.; and

WHEREAS, the Development Review Committee, based on its findings of fact, recommended to the Director of Planning the approval of the application for Minor Conditional Use submitted by the Conch Contrata L.C.; and

WHEREAS, the Director of Planning has duly considered the recommendation of the Development Review Committee and the information and documentary evidence submitted by the applicant; and

WHEREAS, the record established, the testimonies offered, and the evidence submitted, support the findings of fact adopted by the Development Review Committee; **NOW THEREFORE**,

BE IT RESOLVED BY THE PLANNING DIRECTOR OF MONROE COUNTY, FLORIDA, that:

The application for minor conditional use submitted by the Conch Contrata L.C. to construct one (1) 7,500 square foot restaurant, relocate an existing sewage treatment facility, and locate a shared driveway with the adjacent property to the west in the required minimum side yard on property described as a portion of Lot 24, Sun Krest Subdivision and a portion of Government Lot 1, Section 34 Township 67 South, Range 25 East, Stock Island, Monroe County, Florida is hereby **APPROVED**, with the following conditions:

- 1) No building permit shall be issued until a nonresidential permit allocation system or its equivalent is adopted. Any changes required as part of this allocation permitting process may require further development approval and possibly an amendment to this conditional use approval prior to the issuance of any building permit.
- 2) The Joint Driveway Easement as approved by the County Engineer, between the Historic Seaport Inc. and the Conch Contrata L.C. shall be recorded with the Clerk of the Circuit Court of Monroe County, as a separate instrument, at the time this Development Order is recorded.
- 3) The building permit shall be conditioned to limit the hours that deliveries can be received, and the loading zone used, to those hours when the restaurant is not open to the public.
- 4) Prior to the issuance of a building permit, the County Engineer shall approve the Surface Water Management Plan.

- 5) Prior to the issuance of a building permit, the DOH and/or the FDEP as appropriate shall approve the proposed sewage treatment facility.
- 6) Prior to the issuance of the building permit the proposed outdoor lighting shall demonstrate compliance with MCC§ 9.5-391.
- 7) Prior to the issuance of a building permit, the applicant shall provide an access permit issued by the FDOT.
- 8) Prior to the issuance of a building permit, the Department of Solid Waste shall approve the Construction Waste Management Plan.
- 9) Prior to the issuance of a building permit the Department of Recycling shall approve the Recycling Plan.

Date: 8/4/2000

K. Marlene Conaway
K. Marlene Conaway
Director of Planning

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared K. Marlene Conaway, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

4th WITNESS my hand and official seal in the County and State last aforesaid this
day of August, 2000.

Mayra Tezanos
NOTARY PUBLIC, STATE OF FLORIDA



Mayra Tezanos
Commission # CC 924829
Expires May 19, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

REFERENCE: In the event that this development order constitutes an amendment, extension, variation, or alteration of a previous conditional use permit, that document may be referenced by the following _____ "NONE" _____

NOTICE

Section 9.5-72. (a) of Monroe County Code states that a conditional use permit shall not be transferred to a successive owner without notification to the Development Review Coordinator within five (5) days of the transfer.

Section 9.5-72(a)(1) of the Monroe County Land Development Regulations states that:

"...application for a building permit(s) shall be made within six (6) months of the date of the approval of the conditional use, and all required certificates of occupancy shall be procured within two (2) years of the date of issuance of the initial building permit, or the conditional use approval shall become null and void with no further action required by the county. Approval timeframes do not change with successive owners. An extension of time may be granted only by the planning commission for a period of not to exceed one (1) year and only within the original period of validity."

If this development order is appealed under the Monroe County code or by the Department of Community Affairs, the above time limits shall be tolled until the appeals are resolved.

This instrument shall not take effect for thirty (30) working days following the date of memorialization thereof, and during that time permit shall be subject to appeal as provided in Section 9.5-521(c) of the Monroe County land development regulations. An appeal shall stay the effectiveness of this instrument until resolved.

In addition, please be advised that pursuant to Chapter 9J-1, Florida Administrative Code (FAC), this instrument shall not take effect for forty-five (45) days following the rendition to the Florida Department of Community Affairs. Pursuant to FAC Section 9J-1.003(2), "Development orders shall not be rendered until the time within which to file any local administrative appeals pursuant to local ordinances has expired." During that forty-five days, the Florida Department of Community Affairs may appeal this instrument to the Florida Land and Water Adjudicatory Commission, and that such an appeal stays the effectiveness of this instrument until the appeal is resolved by agreement or order.

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL
CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

RICHARD M. OSBORNE, as Trustee;
and CONCH CONTRADA, L.C., a
Florida Limited Liability Company,

Plaintiffs/ Petitioners,

Case No. CAK-01-108

v.

MONROE COUNTY, a political
subdivision of the State of Florida;
and JOSEPH PASKALIK, in his official
capacity as Building Official,

Defendant/ Respondents.

FILED
02 JUL 24 PM 4:33
CLERK OF COURT
MONROE COUNTY, FLORIDA

SETTLEMENT AGREEMENT

Plaintiffs RICHARD M. OSBORNE, as Trustee ("Osborne"), and CONCH CONTRADA, L.C., a Florida Limited Liability Company ("Conch Contrada"), and Defendants, MONROE COUNTY, a political subdivision of the State of Florida ("Monroe County"), and JOSEPH PASKALIK, in his official capacity as Building Official ("Paskalik"), having amicably resolved their differences which gave rise to this action, hereby agree to settle this matter between them upon the following terms and conditions:

1. As to Osborne, Monroe County agrees: a) that a Major Conditional Use to construct a 35,200 sq. ft. mini-storage warehouse has been approved, with conditions, by Monroe County Planning Commission on January 27, 1997, under Resolution No. P3-97, recorded at O. R. Book 1446, pages 2205 - 2207; b) that a variance with regard to off-street parking, reducing the number of required parking spaces from 3.0 to 2.5 per 1,000

sq. ft. of floor area for the proposed mini-storage warehouse was granted by the Monroe County Planning Commission on January 17, 1997, under Resolution No. P2-97; and, c) that both development orders are presently valid and in full force and effect.

2. As to Conch Contrada, L.C., Monroe County agrees: a) that a Minor Conditional Use Development Order No. 5-99 to construct one 7,500 square foot restaurant, to relocate an existing sewage treatment facility, and to locate a shared driveway, was approved, with conditions, by the Planning Director of Monroe County on August 4, 2000, recorded in OR Book 1654, pages 1591-1595; and, b) that this development order is presently valid and in full force and effect.

3. Notwithstanding anything in any of the development orders referred to in paragraphs 1 or 2, above (and, specifically Condition No. 1 in Conditional Use Development Order No. 5-99), or any other provision of the Comprehensive Plan or Ordinances of Monroe County, no building permit shall be denied to either Osborne or Conch Contrada, L.C., on the basis of Monroe County's regulations relating to non-residential rate of growth or the adoption (or lack of adoption) of a nonresidential permit allocation system or its equivalent, including, but not limited to, the regulations set forth in Monroe County Comprehensive Plan Policies 101.3.1 through 101.3.5, and Monroe County Ordinance No. 032-2001.

4. In accordance with the development orders referred to in paragraph 1, above, Monroe County agrees to process promptly upon submittal Osborne's application for building permit for construction of a 35,200 sq. ft. mini-storage warehouse in ROGO Year 12 (July 14, 2003, through July 13, 2004).

5. In accordance with the development order referred to in paragraph 2, above, Monroe County agrees to process promptly upon submittal Conch Contrada's application for building permit for construction of one 7,500 square foot restaurant, to relocate an existing sewage treatment facility, and to locate a shared driveway, in ROGO Year 11 (July 14, 2002, through July 13, 2003).

6. Except as expressly provided herein, Osborne and Conch Contrada, L.C., Monroe County and Paskalik, waive any claim that each asserted or was capable of asserting in this cause and each shall bear its own attorney's fees and costs of this proceeding. In particular, and without limitation, Osborne and Conch Contrada, L.C., on behalf of themselves, their members, beneficiaries and any others claiming by or through them, waive all claims for damages and compensation for denial of due process and inverse condemnation (also referred to as regulatory or temporary taking) arising from the County's actions and regulations prior to the date of this Settlement Agreement.

7. The Plaintiffs Osborne and Conch Contrada, L.C. will prepare and submit to the Court a "Notice of Voluntary Dismissal With Prejudice" of their present claims against the Defendants.

8. All parties acknowledge that this agreement is entered into for the purpose of settling pending litigation and does not constitute an admission or evidence that any actions of Monroe County or its employees that Plaintiffs complain of were unlawful, unconstitutional or deprived Plaintiffs or any others of any rights or property.

Katherine Polans
Witness

Katherine Polans
(Print Name of Witness)

Charles "Sonny" McCoy
Charles "Sonny" McCoy, Mayor of
Monroe County
Dated 07-17-02

[Signature]
Witness

GILLEN GARDNER
(Print Name of Witness)

[Signature]
Witness

THOMAS J. SMITH
(Print Name of Witness)

Michelle Nichols
Witness
Michelle Nichols
(Print Name of Witness)

[Signature]
Joseph Paskalik, as Building Official
For Monroe County
Dated 7-16-02

[Signature]
Richard M. Osborne, Trustee
Dated 5-21-2002

[Signature]
Conch Contrada, L.C.
Dated 5/22/02

Approved as to legal sufficiency

By: [Signature]
Mark S. Ulmer, Esq.
Special Counsel to Monroe County

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL
CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

RICHARD M. OSBORNE, as Trustee;
and CONCH CONTRADA, L.C., a
Florida Limited Liability Company,

Plaintiff/Petitioners,

Case No. CA-K-01-108

v.

MONROE COUNTY, a political
subdivision of the State of Florida;
and JOSEPH PASKALIK, in his official
capacity as Building Official,

Defendant/Respondents

AMENDED SETTLEMENT AGREEMENT AS TO CONCH CONTRADA, L.C.

Plaintiff CONCH CONTRADA, L.C., a Florida Limited Liability Company
("Conch Contrada"), and Defendants, MONROE COUNTY, a political subdivision of the
State of Florida ("Monroe County"), and JOSEPH PASKALIK, in his official capacity as
Building Official ("Paskalik") (collectively, the "Parties"), previously resolved their
differences which gave rise to the above-styled action, wherein the parties agreed to settle
the matter between them upon the terms and conditions recited paragraphs 2, 3, and 5 in
the Settlement Agreement dated July 17, 2002, hereinafter "Original Settlement
Agreement," attached hereto as Exhibit "A".

1. The Parties agree to amend the Original Settlement Agreement as follows:

A. Paragraph 2 is amended to now read:

A Minor Conditional Use Development Order No. 5-99 to
construct one 7,500 square foot restaurant, to relocate an existing
sewage treatment facility, and to relocate a shared driveway, was

approved, with conditions by the Planning Director of Monroe County on August 4, 2000, recorded in OR Book 1654, pages 1591-1595. This development order is presently valid and in full force and effect. With the approval of the Planning Director, this Order may be amended to allow an alternate use consisting of construction of a 7,500 square foot medium-intensity, mixed use retail and/or office/professional use facility.

B. Paragraph 3 is amended to now read:

Notwithstanding anything in any of the development orders referred to in the Original Settlement Agreement, or any other provision of the Comprehensive Plan or Ordinances of Monroe County, no building permit shall be denied to Conch Contrada on the basis of Monroe County's regulations relating to non-residential rate of growth or the adoption (or lack of adoption) of a nonresidential permit allocation system or its equivalent, including, but not limited to, the regulations set forth in Monroe County Comprehensive Plan Policies 101.3.1 through 101.3.5, and Monroe County Ordinance No. 032-2001.

C. Paragraph 5 is amended to now read:

Conch Contrada agrees to submit an application for Amended Conditional Use Order that reflects the intended change in use, should Conch Contrada decide to develop the subject property with an alternative use(s). Upon approval of the Amended Conditional

Use Order by the Planning Director, and in accordance with the development orders referred to in Paragraph 2 of the Original Settlement Agreement, Monroe County agrees to process promptly upon submittal the application for building permit by Conch Contrada or its assigns for construction of one 7,500 square foot restaurant, or as an alternative, a 7,500 square foot medium-intensity, mixed use, retail and/or office/professional use facility in ROGO Year 12 or 13 (July 14, 2003 - July 13, 2005).

2. The parties further agreed that no provision in this agreement shall exempt Plaintiff Conch Contra LC from any requirements imposed by statute and/or ordinance to connect to a central sewage system when one becomes "available" as that term is defined by statute and/or ordinance.
3. Plaintiff Conch Contrada, in cooperation with Monroe County, will prepare and submit to the Court pleadings or notice required to address the Amended Settlement Agreement. Conch Contrada shall pay any costs incurred as a result of filing this Amended Settlement Agreement and any associated pleadings or notices with the exception that each party shall bear its own attorney's fees.
4. All parties acknowledge that the original agreement was entered into for the purpose of settling pending litigation and that this Amended Settlement Agreement does not constitute an admission or evidence that any actions of Monroe County or its employees that Plaintiffs Complain of

were unlawful, unconstitutional or deprived Plaintiffs or any others of any rights or property.

5. All other terms of the Settlement Agreement dated July 17, 2002, especially as it pertains to Conch Contrada, L.C., shall remain in full force and effect.
6. This Amended Agreement shall not be valid and binding upon the parties until approved by the Court and incorporated into an Amended Final Judgment entered by the Court in these proceedings.
7. Until this Amended Settlement Agreement has been approved by the Court pursuant to the preceding paragraph, the Original Settlement Agreement and Judgment previously entered, and any subsequent approved amendments or modifications shall remain in full force and effect.

ATTEST:
DANNY L. KOLHAGE
CLERK:

BOARD OF COUNTY COMMISSIONERS
of MONROE COUNTY

By: _____
Deputy Clerk

By: _____
Dixie Spehar, Mayor

Dated: _____

MONROE COUNTY BLDG. OFFICIAL

By: *Joseph Paskalik*
Joseph Paskalik

CONCH CONTRADA, LC

By: *Sydney T. ...*

Jessica Wolfson 7-8-03
Witness date
Jessica Wolfson
Printed name of witness

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY *[Signature]*
ATTORNEY'S OFFICE
DATE 5-13-03

Document Name : 01/19/2005

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL
CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

RICHARD M. [REDACTED] as Trustee;
and CONCH CONTRADA, L.C., a
Florida Limited Liability Company,
Plaintiff/Petitioners,

Case No. CA-K-01-108

v.

MONROE COUNTY, a political
subdivision of the State of Florida;
and JOSEPH PASKALIK, in his official
capacity as Building Official,
Defendant/Respondents

SECOND AMENDED SETTLEMENT AGREEMENT AS TO CONCH CONTRADA, L.C.

Plaintiff CONCH CONTRADA, L.C., a Florida Limited Liability Company ("Conch Contrada"), and Defendants, MONROE COUNTY, a political subdivision of the State of Florida ("Monroe County"), and JOSEPH PASKALIK, in his official capacity as Building Official ("Paskalik"), (collectively, the "Parties"), previously resolved their differences which gave rise to the above-styled action, wherein the parties agreed to settle the matter between them upon the terms and conditions recited in paragraphs 2, 3, and 5 in the Settlement Agreement dated July 17, 2002, hereinafter "Original Settlement Agreement," attached hereto as Exhibit "A".

1. The parties agree to amend the (first) Amended Settlement Agreement as follows:

a. Paragraph 5 is amended to now read:

Conch Contrada agrees to submit an application for Amended Conditional Use Order that reflects the intended change in use, should Conch Contrada decide to develop the subject property with an alternative use(s). Upon approval of the Amended Conditional Use Order by the Planning Director,

Document Name : 01/19/2005

and in accordance with the development orders referred to in Paragraph 2 of the Original Settlement Agreement, Monroe County agrees to process promptly upon submittal the application for building permit by Conch Contrada or its assigns for construction of one 7,500 square foot restaurant, or as an alternative, a 7,500 square foot medium-intensity, mixed use, retail and/or office/professional use facility in ROGO Year 13 or 14 (July 14, 2005 - July 13, 2006).

2. The parties further agreed that no provision in this agreement shall exempt Plaintiff Conch Contrada LC from any requirements imposed by statute and/or ordinance to connect to a central sewage system when one becomes "available" as that term is defined by statute and/or ordinance.
3. Plaintiff Conch Contrada, in cooperation with Monroe County, will prepare and submit to the Court pleadings or notice required to address the Amended Settlement Agreement. Conch Contrada shall pay any costs incurred as a result of filing this Second Amended Settlement Agreement and any associated pleadings or notices with the exception that each party shall bear its own attorney's fees.
4. All parties acknowledge that the original agreement was entered into for the purpose of settling pending litigation and that this Second Amended Settlement Agreement does not constitute an admission or evidence that any actions of Monroe County or its employees that Plaintiffs Complain of were unlawful, unconstitutional or deprived Plaintiffs or any others of any rights or property.
5. All other terms of the Settlement Agreement dated July 17, 2002, and the (first) Amended Settlement agreement which was approved by the Board on or about

May 21, 2003, especially as it pertains to Conch Contrada, L.C., shall remain in full force and effect.

6. This Amended Agreement shall not be valid and binding upon the parties until approved by the Court and incorporated into a Second Amended Final Judgment entered by the Court in these proceedings.
7. Until this Second Amended Settlement Agreement has been approved by the Court pursuant to the preceding paragraph, the Original Settlement Agreement and Judgment previously entered, and any subsequent approved amendments or modifications shall remain in full force and effect.

ATTEST
DANNY L. KOLHAGE
CLERK

By: *[Signature]*
Deputy Clerk
Dated: January 19, 2005

BOARD OF COUNTY COMMISSIONERS

By: *[Signature]*
Dixie Spehar, Mayor of
Monroe County

MONROE COUNTY BLDG. OFFICIAL

By: *[Signature]*
Joseph Paskalik

Cindy Sawyer
Signature of Witness

Cindy Sawyer
Printed Name of Witness

CONCH CONTRADA, LC

By: *[Signature]*
Libby Trevor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
[Signature]
ROBERT B. SHILLINGER, JR.
ASSISTANT COUNTY ATTORNEY
Date 1-19-05

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL
CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

RICHARD M. OSBORNE, as Trustee;
and CONCH CONTRADA, L.C., a
Florida Limited Liability Company,
Plaintiff/Petitioners,

Case No. CA-K-01-108

v.

MONROE COUNTY, a political
subdivision of the State of Florida;
and JOSEPH PASKALIK, in his official
capacity as Building Official,
Defendant/Respondents

THIRD AMENDED SETTLEMENT AGREEMENT AS TO CONCH CONTRADA, L.C.

Plaintiff CONCH CONTRADA, L.C., a Florida Limited Liability Company ("Conch Contrada"), and Defendants, MONROE COUNTY, a political subdivision of the State of Florida ("Monroe County"), and JOSEPH PASKALIK, in his official capacity as Building Official ("Paskalik"), (collectively, the "Parties"), previously resolved their differences which gave rise to the above-styled action, wherein the parties agreed to settle the matter between them upon the terms and conditions recited in paragraphs 2, 3, and 5 in the Settlement Agreement dated July 17, 2002, hereinafter "Original Settlement Agreement," attached hereto as Exhibit "A". The Settlement Agreement was previously amended to provide for a change in the conditional use and to extend the time period for building permit application and construction of the approved conditional use.

1. The parties agree to amend the (second) Amended Settlement Agreement as follows:

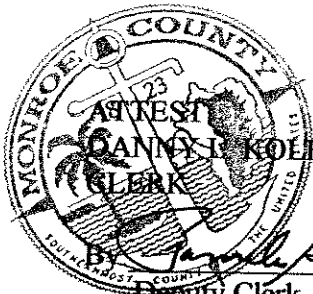
a. Paragraph 5 is amended to now read:

Conch Contrada agrees to submit an application for Amended Conditional Use Order that reflects the intended change in use, should Conch Contrada decide to develop the subject property with an alternative use(s). Upon approval of the Amended Conditional Use Order by the Planning Director, and in accordance with the development orders referred to in Paragraph 2 of the Original Settlement Agreement, Monroe County agrees to process promptly upon submittal the application for building permit by Conch Contrada or its assigns for construction of one 7,500 square foot restaurant, or as an alternative, a 7,500 square foot medium-intensity, mixed use, retail and/or office/professional use facility in *ROGO Year 15* (July 14, 2006 - July 13, 2007).

2. The parties further agreed that no provision in this agreement shall exempt Plaintiff Conch Contrada LC from any requirements imposed by statute and/or ordinance to connect to a central sewage system when one becomes "available" as that term is defined by statute and/or ordinance.
3. Plaintiff Conch Contrada, in cooperation with Monroe County, will prepare and submit to the Court pleadings or notice required to address the Amended Settlement Agreement. Conch Contrada shall pay any costs incurred as a result of filing this Second Amended Settlement Agreement and any associated pleadings or notices with the exception that each party shall bear its own attorney's fees.
4. All parties acknowledge that the original agreement was entered into for the purpose of settling pending litigation and that this Second Amended Settlement Agreement does not constitute an admission or evidence that any actions of

Monroe County or its employees that Plaintiffs Complain of were unlawful, unconstitutional or deprived Plaintiffs or any others of any rights or property.

5. All other terms of the Settlement Agreement dated July 17, 2002, and the (first) Amended Settlement agreement which was approved by the Board on or about May 21, 2003, and the Second Amended Settlement Agreement which was approved by the Board on or about January 19, 2005, especially as it pertains to Conch Contrada, L.C., shall remain in full force and effect.
6. This Amended Agreement shall not be valid and binding upon the parties until approved by the Court and incorporated into a Third Amended Final Judgment entered by the Court in these proceedings.
7. Until this Third Amended Settlement Agreement has been approved by the Court pursuant to the preceding paragraph, the Original Settlement Agreement and Judgment previously entered, and any subsequent approved amendments or modifications shall remain in full force and effect.



ATTEST
DANNY E. KOLHAGE
CLERK

By: [Signature]
Deputy Clerk
Dated: May 16, 2006

BOARD OF COUNTY COMMISSIONERS

[Signature]
Charles McCoy, Mayor of
Monroe County

MONROE COUNTY BLDG. OFFICIAL

By: [Signature]
Joseph Paskalik

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

[Signature]
ROBERT B. SHILLINGER, JR.
ASSISTANT COUNTY ATTORNEY
Date: 5-2-06

Cindy Sawyer
Signature of Witness
Cindy Sawyer
Printed Name of Witness

CONCH CONTRADA, LC
By: Libby Trevor
Libby Trevor

Appendix P



Jeb Bush
Governor

Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

David B. Struhs
Secretary

April 29, 2002

Libben Company
199 Lafayette Street
Denver, Co. 80218

BOT Lease No. 440004045
Lessee: Libben Company

TO Whom It May Concern:

Enclosed is a fully executed lease for your records.

The lease requires the Lessee to have the fully executed lease (all pages) recorded within 14 days after receipt of this letter. The lease is to be recorded in the official records of the county within which the leased site is located. Please provide within 10 days following recordation, a copy of the recorded lease indicating the O.R. book and pages at which the lease is recorded to Ms. Tanya Pahl of this office at the letterhead address (Mail Station No. 125).

The invoice covering lease fees due on this account will be forward to you directly by the Bureau of Public Lands Administration's Accounting Section. If the billing agent, phone number or fax change, or there is a change in the Lessee's tax status, please notify the ACCOUNTING SECTION AT (850) 488-2297 within 30 days of the date of any change.

Any future correspondence or inquiries should be directed to this office at the letterhead address (Mail Station No. 125) or at 850/488-2297 x 1605.

Thank you for your assistance and cooperation in this matter.

Sincerely,

Michelle Brady, Records Management Analyst
Bureau of Public Land Administration
Division of State Lands

/mb
Enclosures
cc: Records Center
DEP, South District

RECEIVED

MAY - 8 2002

D.E.P. Maratho

RECEIVED

MAY 06 2002

D.E.P. - South District

"More Protection, Less Process"

Printed on recycled paper.

This Instrument Prepared By:
Frank Votrs
Recurring Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

No. 440004045

PA No. _____

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Libben Co., a Colorado general partnership, hereinafter referred to as the Lessee, the sovereign lands described as follows:

A parcel of sovereign submerged land in Section 34,
Township 67 South, Range 25 East in Cow Key Channel,
Monroe County, containing 17,849 square feet, more
or less, as is more particularly described and shown
on Attachment A, dated March 16, 1988.

RECEIVED
MAY - 8 2002
D.E.P. Marathon

TO HAVE THE USE OF the hereinabove described premises from April 21, 2002, the effective date of this lease renewal, through April 21, 2012, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate an existing seventeen (17) slip docking facility exclusively to be used for mooring of noncommercial recreational vessels in conjunction with an upland commercial marina, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the Department of Environmental Protection or local authority, whichever entity applies the more stringent criteria, and without liveaboards as defined in paragraph 28, as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this Lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$1,556.43 plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of the lease shall be adjusted pursuant to provisions of Section 18-21.011, Florida Administrative Code. The Division of State Lands will notify the Lessee in writing of the amount and the due date of the annual payment. The lease fee shall be remitted annually to the Division of State Lands as the agent for the Lessor, beginning with the effective and due date of this lease renewal, and each year thereafter until the term of this lease renewal terminates or expires.

12. VENUE: Lessee waives venue as to any litigation arising from matters relating to this lease renewal and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

13. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein, or fails or refuses to comply with the provisions and conditions herein set forth within 20 days of receipt of the Lessor's notice to correct, this lease renewal may be terminated by the Lessor upon thirty (30) days written notice to Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. All notices required to be given to the Lessee by this lease renewal or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Libben Co.
199 Lafayette Street
Denver, CO 80218

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

14. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease renewal.

15. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

16. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

17. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease renewal or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease renewal (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

18. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

19. PERMISSION GRANTED: Upon expiration or cancellation of this lease renewal all permission granted hereunder shall cease and terminate.

20. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease renewal, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease renewal shall constitute an affirmative covenant upon the riparian upland property more specifically described in Attachment B, which shall run with the title to said riparian upland property, and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

21. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease renewal, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 13 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

22. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Any costs incurred by the Lessor in the removal of any structures and equipment constructed or maintained on state lands shall be paid by the Lessee and any unpaid costs and expenses shall constitute a lien upon the interest of the Lessee in its riparian upland property enforceable in summary proceedings as provided by Law.

23. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease renewal in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. book and pages at which the lease is recorded.

24. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease renewal agreement and shall be grounds for immediate termination of this lease renewal agreement at the option of the Lessor.

25. AMENDMENTS/MODIFICATIONS: This lease renewal is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease renewal must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

26. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased area. No restaurant or dining activities are to occur within the leased area. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

27. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

28. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one(1) of this lease, in no event shall such "liveaboard" status exceed six(6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

29. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

30. SPECIAL LEASE CONDITIONS:

- A. A minimum of 90 percent of the slips at the marina shall be made available for rent to the public maintained on a "first-come, first-served" basis. To help ensure compliance with the requirement and to assist in providing public awareness of this requirement, the Lessee shall erect permanent signs at the waterward entrance to the docking facility and at the upland entrance to the marina which are clearly visible to passing boaters and the general public. The signs shall contain language clearly indicating that no less than 90 percent of the slips within this docking facility are available for rental by the general public. Any dockage rate sheet publications and dockage advertising for the marina shall clearly state that slips are open to the public on a "first-come, first-served" basis.
- B. To promote environmental awareness, the Lessee shall maintain onsite at all times a continuous supply of educational materials/pamphlets as approved and provided by the Office of Coastal and Aquatic Managed Areas, Florida Keys Field Office, 2796 Overseas Highway, Room 218, Marathon, FL 33050, for public distribution.
- C. Lessee shall install and maintain throughout the term of this lease and any subsequent renewals an informational display, as approved and acceptable to the Office of Coastal and Aquatic Managed Areas, informing boaters of the areas with shallow submerged habitats and proper ways to navigate in those areas.
- D. Lessee shall maintain for the term of this lease and any subsequent renewal periods the manatee informational display and manatee awareness signs.
- E. The Lessee shall ensure that all vessels are moored parallel to the docks within the lease area.

WITNESSES:

Florence Davis
Original Signature

Florence Davis
Print/Type Name of Witness

Jeff Gentry
Original Signature

Jeff Gentry
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

(SEAL)

BY:

Acey L. Stinson, Operations and Management Consultant
Manager, Bureau of Public Land Administration,
Division of State Lands, Department of Environmental
Protection, as agent for and on behalf of the Board of Trustees of
the Internal Improvement Trust Fund of the State of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 26 day of April, 20 02, by
Acey L. Stinson, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State
Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement
Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

Snuff. Hester
DEP Attorney

Theresa M. Brady
Notary Public, State of Florida
Atlantic Bonding Co. Purpose: Notary
Bonded Term
Expires Jan. 2, 2005
Commission # 00081826
Theresa M. Brady

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

Libben Co., a Colorado general partnership (SEAL)

Jessica L. Wolfrom
Original Signature

JESSICA L. WOLFROM
Typed/Printed Name of Witness

Michelle Nichols
Original Signature

Michelle Nichols
Typed/Printed Name of Witness

STATE OF Colorado
COUNTY OF Denver

BY:

Benjamin D. Trevor
Original Signature of Executing Authority

Benjamin D. Trevor
Typed/Printed Name of Executing Authority

General Partner
Title of Executing Authority

"LESSEE"

The foregoing instrument was acknowledged before me this 15th day of April, 20 02
by Benjamin D. Trevor, general partner of Libben Co., a Colorado general partnership, on behalf of the general partnership. He is
personally known to me or has produced _____, as identification.

My Commission Expires:

MY COMMISSION EXPIRES 5/15/2005

Theresa M. Brady
Notary Public, State of Colorado

Case 1:03-cv-00001-UNA Document 1-1 Filed 04/11/05 Page 1 of 1
Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement
Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

DEP Attorney

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

Libben Co., a Colorado general partnership

(SEAL)

x Jessica L. Wolf
Original Signature

Jessica L. Wolf
Typed/Printed Name of Witness

x Michelle Nichols
Original Signature

Michelle Nichols
Typed/Printed Name of Witness

STATE OF Colorado

COUNTY OF Denver

BY: Benjamin D. Trevor
Original Signature of Executing Authority

Benjamin D. Trevor
Typed/Printed Name of Executing Authority

General Partner
Title of Executing Authority

"LESSEE"

The foregoing instrument was acknowledged before me this 15th day of April, 2002
by Benjamin D. Trevor, general partner of Libben Co., a Colorado general partnership, on behalf of the general partnership. He is
personally known to me or has produced as identification.

My Commission Expires:

MY COMMISSION EXPIRES 5/15/2005

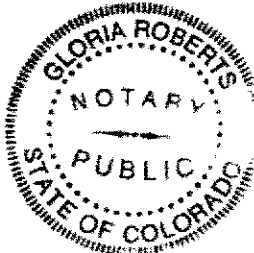
Commission/Serial No.

Notary Public, State of Colorado

Gloria Roberts
Printed, Typed or Stamped Name

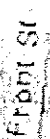
Page 6 of 11 Pages

Sovereignty Submerged Land Lease No. 440004045



RECEIVED
MAY - 8 2002
D.E.P. Marathon

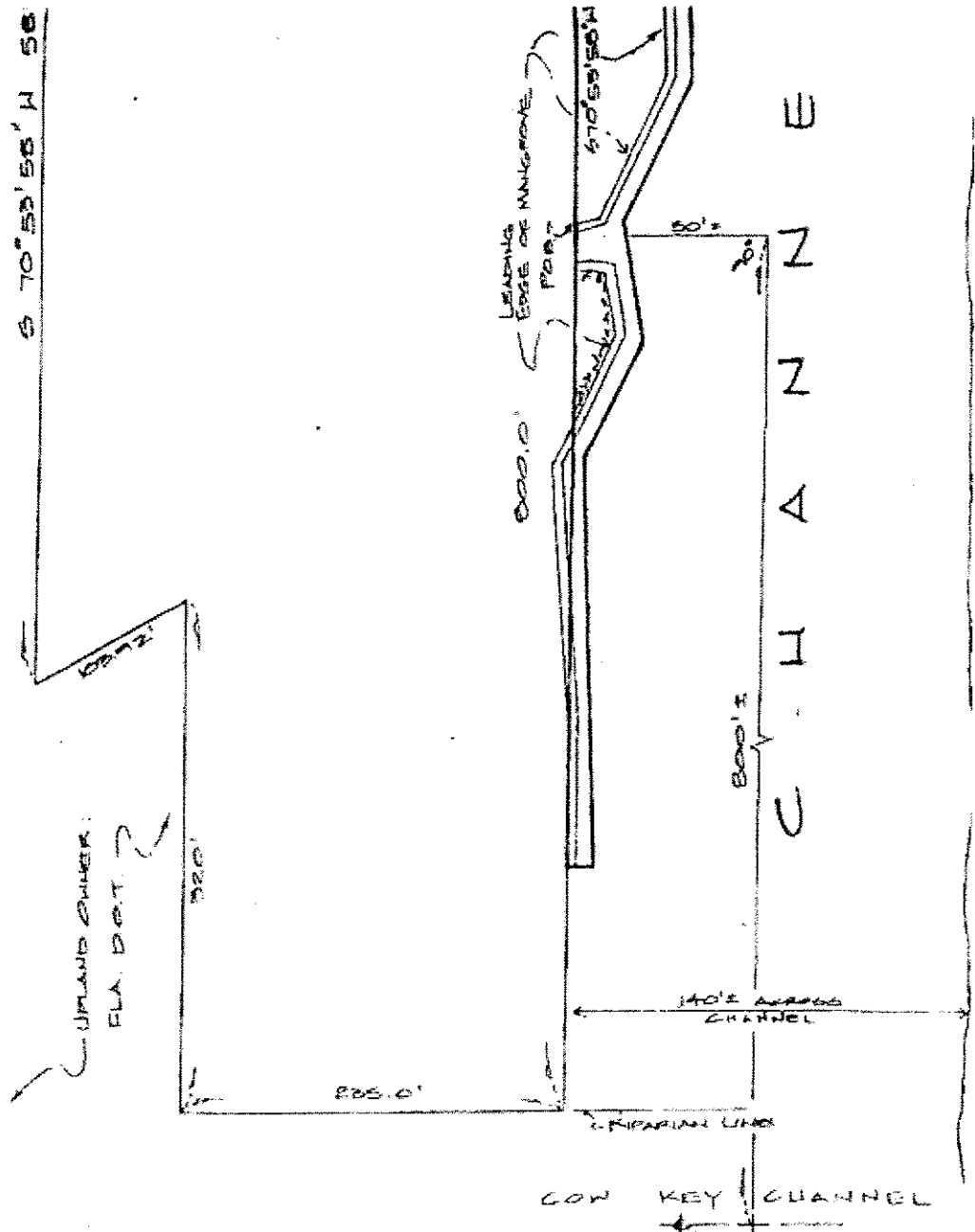
33040-4324, US



SUBMERGED LAND LEASE DESCRIPTION

A parcel of submerged land in Cow Key Channel and off-shore of Stock Island, Monroe County, Florida said parcel being described as follows: COMMENCE at the Northeast corner of Lot 24 of a subdivision known as SUN KREST according to the plat thereof, as recorded in Plat Book 1 at Page 107 of the Public Records of the said Monroe County and run thence South 70° 53' 58" West along the North boundary line of the said Lot 24 for a distance of 50.0 feet; thence South 19° 06' 02" East for a distance of 325.0 feet; thence South 70° 53' 58" West for a distance of 50.0 feet to the Point of Beginning of the parcel of submerged land being described herein; thence South 17° 38' 40" East for a distance of 72.31 feet; thence South 72° 21' 21" West for a distance of 113.62 feet; thence North 83° 18' 09" West for a distance of 93.40 feet; thence South 60° 52' 55" West for a distance of 73.80 feet; thence North 82° 40' 05" West for a distance of 81.38 feet; thence South 67° 54' 11" West for a distance of 159.62 feet; thence South 70° 07' 39" West for a distance of 94.44 feet; thence North 19° 06' 17" West for a distance of 15.0 feet to a point that bears South 70° 53' 58" West from the Point of Beginning; thence North 70° 53' 58" East for a distance of 597.43 feet back to the Point of Beginning, containing 17,849.42 square feet, more or less.

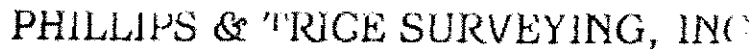
U.S. HIGHWAY No. C



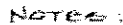
DESIGN BY: CDK	DRAWING NO.	FILE NO: DIB F12
DRAWN BY: CDK	SCALE: 1" = 100'	SHEET 2 of 4
CHECK BY: JMT	DATE: 10 DEC. 1987 REVISED FEB 20, 1980	

APPROVED - FLDNR / BSM
Date: 23 MAR 88

RECEIVED
MAY - 8 2002
D.E.P. Marathon



JOE M. TRICE, F.L.S.
FLORIDA CERTIFICATE NO. 7110



1. MONUMENTATION
 - - SET NAIL & BRASS DISK
 - - SET #4 IRON ROD W/ LD CAP.
2. BEARINGS BASED ON DOT PROJECT NR 90010 - 2702
3. SOUNDINGS GIVEN REFER TO M.L.W.
4. VERTICAL CONTROL BASED ON BM C-271; N.O.S
5. NAVD ELEVATION FOR TOP OF WOOD DECK IS: 4.70
6. THE CONDITION OF THE SHORELINE FOR 1000'± EITHER SIDE OF SUBJECT PROPERTY IS NATURAL AND SEAWALL

ELEVATIONS ARE SHOWN
IN PARENTHESES AND
REFER TO MEAN SEA
LEVEL NGVD (1929)

WARRANTY DEED

THIS INDENTURE, made this 15th day of October, A.D. 1989 between BENJAMIN DAVID TREVOR a/k/a BENJAMIN D. TREVOR, of the County of Denver in the State of Colorado, party of the first part, and LIBBEN CO., a general partnership, party of the second part, whose Post Office address is 1500 East 7th Avenue, Denver, Colorado;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00)* and other good and valuable consideration, to him in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its successors and assigns forever, the following described land, to-wit:

LOT 24, SUN KREST SUBDIVISION, STOCK ISLAND, FLORIDA, AS RECORDED IN PLAT BOOK 1, PAGE 107, OFFICIAL RECORDS OF MONROE COUNTY, FLORIDA, AND

A TRACT OF PARTIALLY FILLED AND PARTIALLY SUBMERGED LANDS IMMEDIATELY ADJACENT TO THE ABOVE DESCRIBED LOT 24, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF AFORESAID LOT 24, RUN AT RIGHT ANGLES TO THE CENTER LINE EXTENDED OF THE SOUTH LANE BRIDGE BETWEEN STOCK ISLAND AND KEY WEST IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 325 FEET; THENCE AT RIGHT ANGLES IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 800 FEET; THENCE AT RIGHT ANGLES IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 235 FEET; THENCE AT RIGHT ANGLES IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 320 FEET; THENCE AT A DEFLECTION ANGLE OF 120 DEGREES TO THE LEFT FOR A DISTANCE OF 103.92 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NUMBER ONE; THENCE AT A DEFLECTION ANGLE OF 120 DEGREES TO THE RIGHT AND ALONG THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NUMBER ONE FOR A DISTANCE OF 531.96 FEET BACK TO THE POINT OF BEGINNING, CONTAINING 5.36 ACRES, MORE OR LESS AND BEING IN TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, AS DESCRIBED IN DEED BOOK G-59, PAGE 307, OFFICIAL RECORDS OF MONROE COUNTY, FLORIDA,

and the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the unlawful claims of all persons whomsoever.

Benjamin David Trevor
BENJAMIN DAVID TREVOR,
a/k/a BENJAMIN D. TREVOR

WITNESSED:

David B. Conrad
Spencer R. Whitell
STATE OF COLORADO)
CITY AND COUNTY OF DENVER) ss.

* Conveyance to a Nominee Partnership
for the purpose of holding title,
No Documentary Fee Required.

RECEIVED

MAY - 8 2002

D.E.P. Marathon

The foregoing instrument was acknowledged before me this 1st
day of April, 1990, by Benjamin David Trevor, a/k/a
Benjamin D. Trevor.

HON

TH

RECORDED IN PLAT BOOK 1, PAGE 107, OFFICIAL RECORDS OF
MONROE COUNTY, FLORIDA, AND

A TRACT OF PARTIALLY FILLED AND PARTIALLY SUBMERGED LANDS
IMMEDIATELY ADJACENT TO THE ABOVE DESCRIBED LOT 24, AND
MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS
FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF AFORESAID
LOT 24, RUN AT RIGHT ANGLES TO THE CENTER LINE EXTENDED
OF THE SOUTH LANE BRIDGE BETWEEN STOCK ISLAND AND KEY
WEST IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 325
FEET; THENCE AT RIGHT ANGLES IN A SOUTHWESTERLY DIRECTION
FOR A DISTANCE OF 800 FEET; THENCE AT RIGHT ANGLES IN A
NORTHWESTERLY DIRECTION FOR A DISTANCE OF 235 FEET;
THENCE AT RIGHT ANGLES IN A NORTHEASTERLY DIRECTION FOR
A DISTANCE OF 320 FEET; THENCE AT A DEFLECTION ANGLE OF
120 DEGREES TO THE LEFT FOR A DISTANCE OF 103.92 FEET TO
A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF U.S.
HIGHWAY NUMBER ONE; THENCE AT A DEFLECTION ANGLE OF 120
DEGREES TO THE RIGHT AND ALONG THE SOUTHERLY RIGHT OF WAY
LINE OF U.S. HIGHWAY NUMBER ONE FOR A DISTANCE OF 531.96
FEET BACK TO THE POINT OF BEGINNING, CONTAINING 5.36
ACRES, MORE OR LESS AND BEING IN TOWNSHIP 67 SOUTH, RANGE
25 EAST, MONROE COUNTY, FLORIDA, AS DESCRIBED IN DEED
BOOK G-59, PAGE 307, OFFICIAL RECORDS OF MONROE COUNTY,
FLORIDA,

and the said party of the first part does hereby fully warrant the
title to said land, and will defend the same against the unlawful
claims of all persons whomsoever.

Benjamin David Trevor
BENJAMIN DAVID TREVOR,
a/k/a BENJAMIN D. TREVOR

WITNESSED:

Denis B. Clanahan
Spencer R. Whitmill

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

* Conveyance to a Nominee Partnership
for the purpose of holding title,
No Documentary Fee Required.

RECEIVED

MAY - 8 2002

D.E.P. Marathon

The foregoing instrument was acknowledged before me this 1st
day of April, 1990, by Benjamin David Trevor, a/k/a
Benjamin D. Trevor.

Witness my hand and official seal.

My Commission expires 2-2-92

Spencer R. Whitmill
Notary Public

This instrument was prepared by and should be returned to:

Denis B. Clanahan
1600 Broadway, Suite 2400
Denver, Colorado 80202

Attachment B
Page 11 of 11 Pages
SLL No 440004046

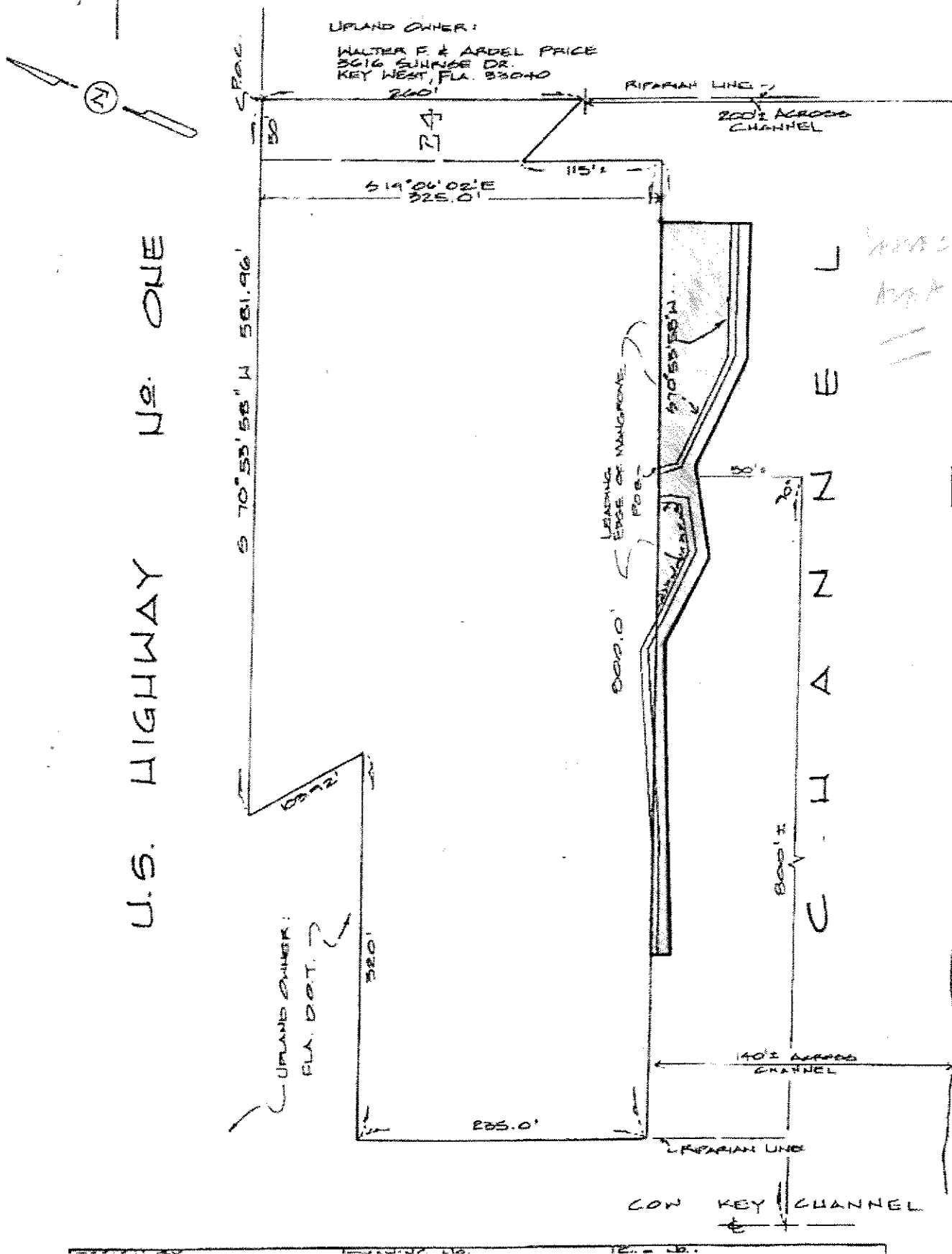
FILED FOR RECORD
MAY 30 1990
MONROE COUNTY, FLORIDA

PHILLIPS & PRICE SURVEYING, INC.

Professional Land Surveyors
1204 Simonton Street
Key West, Florida 33040
(305) 294-4747

JACK M. PHILLIPS, P.L.S.
FLORIDA CERTIFICATE NO. 1416

JOE M. TRICE, P.L.S.
FLORIDA CERTIFICATE NO. 2112



Appendix Q

Refer to attached boundTraffic Impact Report.

Appendix R

Appendix S

Monroe County Planning Department
Growth Management Division
Suite 410
2798 Overseas Highway
Marathon, Florida 33050-2227

AUTHORIZATION FORM

To Whom It May Concern:

I, Libby Trevor, General Partner of Libben Co., do hereby authorize the filing of, and The Craig Company to act on behalf Libben Co. in all matters pertaining to, an Amendment to Major Conditional Use Application for property located on Overseas Highway, at approximately mile marker 4.5 Stock Island, Florida, Real Estate number 00123510-000000.

Libby Trevor
(Name of client)

7/20/06
Date

Subscribed and sworn to (or affirmed) before me on July 20, 2006 (date) by Libby Trevor (name of affiant, deponent or other signer), General Partner of Libben Co. She is personally known to me or has presented _____ as identification.

Karen D. Werner
Notary's Signature and Seal

Karen D. Werner Name of Acknowledger typed, printed or stamped

Notary Public Title or Rank

DD531904 Commission Number, if any



Karen D. Werner
Commission # DD531904
Expires July 1, 2010
Bonded/Troy Pain Insurance Inc 800-385-7019

Monroe County Planning Department
Growth Management Division
Suite 410
2798 Overseas Highway
Marathon, Florida 33050-2227

AUTHORIZATION FORM

To Whom It May Concern:

I, Libby Trevor, the General Partner of Conch Contrada LC do hereby authorize the filing of, and The Craig Company to act on behalf of Conch Contrada LC in all matters pertaining to, an Amendment to Major Conditional Use Application for property located on Overseas Highway, at approximately mile marker 4.5 Stock Island, Florida, Real Estate number 0013640-000100.

Libby Trevor 7/20/06
(Name of client) Date

Subscribed and sworn to (or affirmed) before me on 7-20-06 (date) by Libby Trevor (name of affiant, deponent or other signer), the Partner of Conch Contrada LC. He/she is personally known to me or has presented _____ as identification.

Karen D. Werner
Notary's Signature and Seal

KAREN D. WERNER Name of Acknowledger typed, printed or stamped

Notary Public Title or Rank

DD531904 Commission Number, if any



Karen D. Werner
Commission # DD531904
Expires July 1, 2010

Bonded Tray Firm Insurance, Inc. 800-968-7019

Monroe County Planning Department
Growth Management Division
Suite 410
2798 Overseas Highway
Marathon, Florida 33050-2227

AUTHORIZATION FORM

To Whom It May Concern:

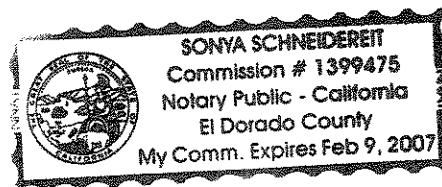
I, Dan Easter, the Vice President of Southfork Development Group do hereby authorize The Craig Company to act on behalf of Southfork Development Group in all matters pertaining to an Amendment to Major Conditional Use Application for property located on Overseas Highway, at approximately mile marker 4.5 Stock Island, Florida, Real Estate numbers 00123510-000000 and 0013640-000100.

[Signature]
(Name of client)

05-23-06
Date

Subscribed and sworn to (or affirmed) before me on 5/23/06 (date) by Dan Easter (name of affiant, deponent or other signer), the Vice President of Southfork Development Group he is personally known to me or has presented _____ as identification.

[Signature]
Notary's Signature and Seal



Sonya Schneiderett Name of Acknowledger typed, printed or stamped

Notary Public Title or Rank

1399475 Commission Number, if any

Monroe County Planning Department
Growth Management Division
Suite 410
2798 Overseas Highway
Marathon, Florida 33050-2227

AUTHORIZATION FORM

To Whom It May Concern:

I, A. FREDERICK SKOMP, the PRESIDENT of Historic Seaport District, Inc. do hereby authorize The Craig Company to act on behalf of Historic Seaport District, Inc. in all matters pertaining to an Amendment to Major Conditional Use Application for property located on Overseas Highway, at approximately mile marker 4.5 Stock Island, Florida, Real Estate numbers 00123510-000000 and 0013640-000100.

(Signature) 5/15/06
(Name of client) Date

Subscribed and sworn to (or affirmed) before me on 15 May 06 (date) by A. Frederick Skomp (name of affiant, deponent or other signer), the President of Historic Seaport District, Inc. He/she is personally known to me or has presented Known as identification.

(Signature)
Notary's Signature and Seal

Name of Acknowledger typed, printed or stamped

Title or Rank

Commission Number, if any



C. SKOMP
MY COMMISSION # DD 415913
EXPIRES: June 5, 2009
Bonded Thru Budget Notary Services

Appendix T

Monroe County Property Appraiser - Radius Report

AK:	1076104	Parcel ID:	00072080-001800	Physical Location:	5100 COLLEGE RD STOCK ISLAND
Legal Description:	34-67-25 DD67534-03 STOCK ISLAND PT LOT 1 G56-58 O				R2136-2453/2471
Owners Name:	CITY OF KEY WEST				
Address::	525 ANGELA ST				KEY WEST, FL 33040
AK:	1076082	Parcel ID:	00072080-001600	Physical Location:	COLLEGE RD KEY WEST
Legal Description:	27/34-67-25 DD67527-06 PT LOT-1 STOCK ISLAND OR401				-218-221
Owners Name:	DOT/ST.OF FL (STATE OF FLORIDA - H/W)				
Address::	TALLAHASSEE, FL 32399				
AK:	1076121	Parcel ID:	00072080-001900	Physical Location:	5101 COLLEGE RD KEY WEST
Legal Description:	34-67-25 DD67534-04 STOCK ISLAND BAY BOTTOM SW OF				& ADJACENT TO PT LOT-1 G75-87 O
Owners Name:	FLORIDA KEYS AQUEDUCT COMMISSION				
Address::	P O BOX 1239				KEY WEST, FL 33040
AK:	1167045	Parcel ID:	00132570-000000	Physical Location:	5176 OVERSEAS HWY STOCK ISLAND KEY
Legal Description:	BK LT 18 SUNKREST PB1-107 STOCK ISLAND OR345-177/1				78 PROBATE #78-244-CP-12 OR1027
Owners Name:	BERARD RICHARD L				
Address::	PO BOX 920				KEYSTONE HEIGHTS, FL 32656
AK:	1167061	Parcel ID:	00132590-000000	Physical Location:	5170 OVERSEAS HWY STOCK ISLAND KEY
Legal Description:	SUNKREST PB1-107 STOCK ISLAND PT LOT 19 & LOT 20				OR387-185/186 OR1259-1549(JMH) (
Owners Name:	B D LAND CO LLC				
Address::	705 SEA DUCK DR				DAYTONA BEACH, FL 32119
AK:	1167070	Parcel ID:	00132610-000000	Physical Location:	STOCK ISLAND KEY
Legal Description:	BK LT 21 SUNKREST STOCK ISLAND PB-1-107 G67-60 G67				-62 OR825-328D/C OR833-1064D/C C
Owners Name:	PRICE WALTER F TRUSTEE (WALTER F PRICE DEC OF TRUST)				
Address::	3616 SUNRISE DRIVE				KEY WEST, FL 33040
AK:	1167088	Parcel ID:	00132620-000000	Physical Location:	5158 & 5160 OVERSEAS HWY SOUTH STOCK ISLAND
Legal Description:	BK LT 22 SUNKREST STOCK ISLAND PB1-107 G51-138/139				OR825-328D/C OR833-1064D/C OR8
Owners Name:	PRICE WALTER F TRUSTEE (WALTER F PRICE DEC OF TRUST)				
Address::	3616 SUNRISE DRIVE				KEY WEST, FL 33040
AK:	1167053	Parcel ID:	00132580-000000	Physical Location:	5135 SUNCREST RD STOCK ISLAND KEY
Legal Description:	SUNKREST STOCK ISLAND PB-1-107 PT LOT 19 OR389-75/				76 OR528-298 OR1021-450 OR1522-'
Owners Name:	BROGLI KENNETH & BROGLI ALBERTA & KELLEY ALBERT L & KELLEY ANGELINA T/C				
Address::	926 TRUMAN AVE				KEY WEST, FL 33040
AK:	1167096	Parcel ID:	00132630-000000	Physical Location:	5159 OVERSEAS HWY STOCK ISLAND KEY
Legal Description:	BK LT 23 SUNKREST STOCK ISLAND PB-1-107 G65-195/19				6 OR825-328D/C OR833-1064D/C OR
Owners Name:	PRICE WALTER F TRUSTEE (WALTER F PRICE DEC OF TRUST)				
Address::	3616 SUNRISE DRIVE				KEY WEST, FL 33040
AK:	8881797	Parcel ID:	00132640-000100	Physical Location:	STOCK ISLAND KEY
Legal Description:	SUNKREST PB1-107 STOCK ISLAND N'LY 193' LOT 24 & P				T BAY BTM WEST OF & ADJ TO LOT
Owners Name:	CONCH CONTRADA L C %DOUGLAS TREVOR				
Address::	DEPT OF ENGLISH, 308 EPB-UNIVERSITY OF IOWA				IOWA CITY, IA 52242-1492
AK:	1167118	Parcel ID:	00132650-000000	Physical Location:	5100 SUNCREST RD SOUTH STOCK ISLAND
Legal Description:	SUNKREST PB1-107 STOCK ISLAND LOT 25 & 26 & ADJ BA				Y BOTTOM OR499-260/261 OR674-6'
Owners Name:	SUNCREST MINI-SELF STORAGE LLC				
Address::	PO BOX 6002				KEY WEST, FL 33041-6002
AK:	1157643	Parcel ID:	00123510-000000	Physical Location:	5110 OVERSEAS HWY STOCK ISLAND KEY
Legal Description:	34/35 67 25 PT BAY BOTTOM WEST OF & ADJACENT TO LO				T 24 OF SUNKREST PB1-107 STOCK
Owners Name:	LIBBEN CO				
Address::	199 LAFAYETTE				DENVER, CO 80218
AK:	1167100	Parcel ID:	00132640-000000	Physical Location:	STOCK ISLAND KEY
Legal Description:	SUNKREST STOCK ISLAND PB-1-107 LOT 24 LESS N'LY 19				3' G12-364 CO JUDGES 3T7 OR1132-
Owners Name:	LIBBEN CO				
Address::	199 LAFAYETTE				DENVER, CO 80218

AK:	1157619	Parcel ID:	00123480-000000	Physical Location:	STOCK ISLAND KEY
Legal Description:	34 67 25 DD67534-10 BAY BOTTOM LYING SOUTHERLY OF				& ADJ TO LOTS 21-22 & 23 OF SUNK
Owners Name:	PRICE WALTER F TRUSTEE (WALTER F PRICE DEC OF TRUST)				
Address::	3616 SUNRISE DRIVE				KEY WEST, FL 33040

AK:	1160776	Parcel ID:	00126550-000000	Physical Location:	5031 5TH AVE 86 STOCK ISLAND KEY
Legal Description:	STOCK ISLAND MALONEY SUB PB1-55 UNNUMBERED LOT BLK				52 & LOTS 1-9 & LOTS 32-41 & ALL /
Owners Name:	PRICE WALTER F DEC OF TR 4/22/1998 C/O PRICE WALTER F TRUSTEE				
Address::	3616 SUNRISE DR				KEY WEST, FL 33040

AK:	1162230	Parcel ID:	00128070-000000	Physical Location:	420 COUNTY RD SOUTH STOCK ISLAND
Legal Description:	BK 3 LT 4 BALIDO SUB NO-2 PB4-134 STOCK ISLAND OR2				82-84/85 OR1530-1387/88LE(CW)
Owners Name:	CONNER CHESTER & DORIS L/E (BURKE NARVYE C & CONNER LEEVON & CONNER JARAD B)				
Address::	420 COUNTY ROAD				KEY WEST, FL 33040

AK:	1162221	Parcel ID:	00128060-000000	Physical Location:	424 COUNTY RD SOUTH STOCK ISLAND
Legal Description:	BK 3 LT 3 BALIDO SUB NO-2 PB4-134 STOCK ISLAND OR2				92-200-201 OR995-395 OR995-395
Owners Name:	SAUNDERS SILAS S SR & VINA MAE				
Address::	424 COUNTY ROAD STOCK ISLAND				KEY WEST, FL 33040

AK:	8757981	Parcel ID:	00072082-003200	Physical Location:	6450 COLLEGE RD KEY WEST
Legal Description:	(KEY WEST GOLF COURSE LEASE) OR1333-1926/31(ASSIGN) OR1338-1154/57(ASSGN) OR1375-1
Owners Name:	CITY OF KEY WEST CITY HALL				
Address::	P O BOX 1409				KEY WEST, FL 33040

AK:	9084915	Parcel ID:	00072080-001802	Physical Location:	OVERSEAS HWY KEY WEST
Legal Description:	34 67 25 PT LOT 1 (OUT PARCEL) .055AC OR2136-2451/				2452Q/C
Owners Name:	CITY OF KEY WEST				
Address::	525 ANGELA ST				KEY WEST, FL 33040

AK:	1167142	Parcel ID:	00132680-000000	Physical Location:	5176 SUNCREST RD SOUTH STOCK ISLAND
Legal Description:	LTS 27-28 SUNKREST STOCK ISLAND PB1-107 AND ADJ BA				Y BTM OR494-395 PROB NO 78-244
Owners Name:	SUNCREST LANDING LLC				
Address::	625 TRUMAN AVE				KEY WEST, FL 33040



CITY OF KEY WEST
525 ANGELA ST
KEY WEST, FL 33040

DOT/ST.OF FL (STATE OF FLORIDA - HW)
TALLAHASSEE, FL 32399

FLORIDA KEYS AQUEDUCT COMMISSION
P O BOX 1239
KEY WEST, FL 33040

BERARD RICHARD L
PO BOX 920
KEYSTONE HEIGHTS, FL 32656

B D LAND CO LLC
705 SEA DUCK DR
DAYTONA BEACH, FL 32119

PRICE WALTER F TRUSTEE (WALTER F PRICE
DEC OF TRUST)
3616 SUNRISE DRIVE
KEY WEST, FL 33040

SAUNDERS SILAS S SR & VINA MAE
424 COUNTY ROAD STOCK ISLAND
KEY WEST, FL 33040

BROGLI KENNETH & BROGLI ALBERTA &
KELLEY ALBERT L & KELLEY ANGELINA T/C
926 TRUMAN AVE
KEY WEST, FL 33040

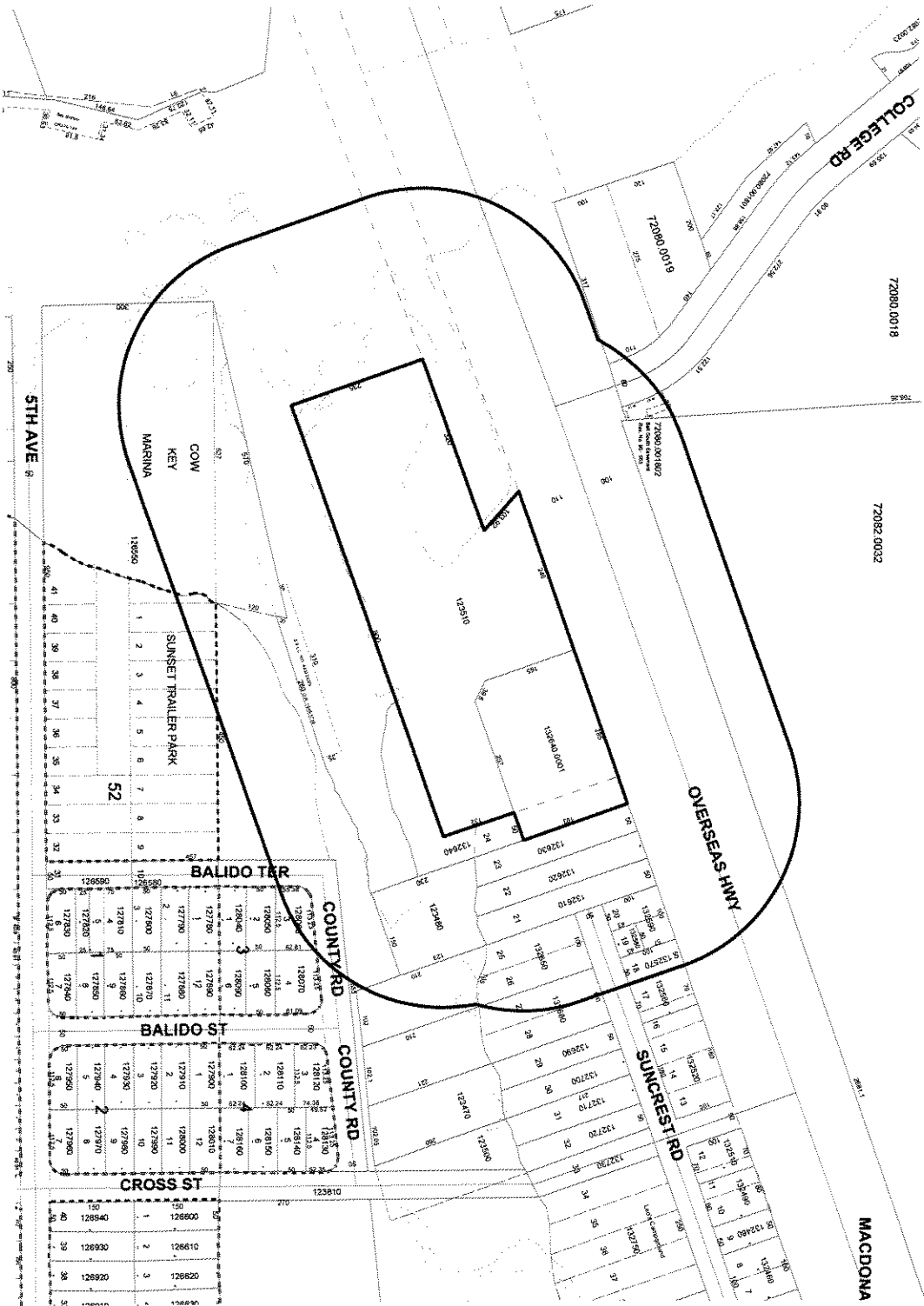
CONNER CHESTER & DORIS L/E (BURKE
NARVYE C & CONNER LEEVON & CONNER
JARAD B)
420 COUNTY ROAD
KEY WEST, FL 33040

CONCH CONTRADA L C %DOUGLAS TREVOR
DEPT OF ENGLISH, 308 EPB-UNIVERSITY OF
IOWA
IOWA CITY, IA 52242-1492

SUNCREST MINI-SELF STORAGE LLC
PO BOX 6002
KEY WEST, FL 33041-6002

LIBBEN CO
199 LAFAYETTE
DENVER, CO 80218

SUNCREST LANDING LLC
625 TRUMAN AVE
KEY WEST, FL 33040



Appendix U

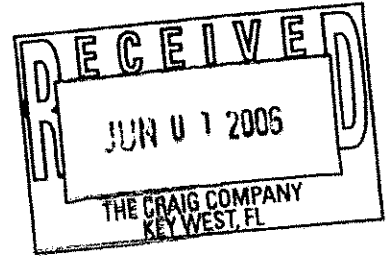
KW RESORT UTILITIES

P.O. Box 2125

Key West, Florida 33045

Telephone (305) 294-9578

Facsimile (305) 294-1212



May 26th, 2006

To: Barbara B. Mitchell (Craig Company)

RE: Coordination Letter – Watermark
Marina of Key West (Hurricane Hole Redevelopment)
Mile Marker 5, Key West, Florida

To Whom It May Concern:

KW Resort Utilities, at this time, does have the capacity to treat the sewage that will be generated from the above-mentioned project (7 affordable housing units, 7,500 square feet of commercial retail/office floor area, 2 structures of dry boat storage racks, and an additional 10 boat slips). KWRU will guarantee that the capacity will be available for the period of 1 year from the date of this letter. This time frame in which the capacity is held in reserve may be extended if both parties agree.

If you have any questions please call,

Doug Carter
KWRU



Florida Department of Transportation

JEB BUSH
GOVERNOR

District 6 Permit Office
1000 N.W. 111 Avenue, Room 6207
Miami, Florida 33172-5800
Telephone (305) 470-5367
Fax (305) 470-5443

DENVER J. STUTLER, JR.
SECRETARY



May 8, 2006

Barbara B. Mitchell
Vice President
The Craig Company
P.O. Box 970
Key West, Florida 33041-0970

SUBJECT: Hurricane Hole Redevelopment
Amendment to Major Conditional Use Application

Dear Ms. Mitchell:

The Department has reviewed the information recently submitted for the above referenced project. The proposed site **will require an access permits and a drainage permits from the Department.**

The Department no longer performs conceptual reviews since Florida Administrative Codes Rule Chapter 14-96 was amended. Non-binding pre application meeting are held weekly in which staff are available to meet with you to give preliminary comments and provide guidance in the permit application process; such meeting is recommended.

Please submit the required permit application or schedule a pre-application meeting at your earliest convenience. If you have any further questions, please call me at (305) 470-5367.

Sincerely,

Ali Al-Said, P.E.
District Permits Engineer

cc: Walter McDowell
File

**BOARD OF COUNTY COMMISSIONERS**

Mayor Charles "Sonny" McCoy, District 3
Mayor Pro Tem Dixie M. Spehar, District 1
George Neugent, District 2
David P. Rice, District 4
Glenn Patton, District 5

OFFICE of
the FIRE MARSHAL
490 63rd Street
Marathon, FL 33050
PHONE: (305) 289-6010
FAX: (305) 289-6013



Barbara Mitchell
The Craig Company
PO Box 970
Key West, FL 33041

May 23, 2006

RE: Letter of Coordination

Dear Ms. Mitchell:

Pursuant to the requirements of the Monroe County Planning Department's Development Permit Application, this shall serve as the letter of coordination between the Monroe County Fire Marshal's Office and the agent and/or property owner for the Hurricane Hole Marina project, located on Stock Island, Florida.

1. The Fire Marshal's Office enforces the Florida Fire Prevention Code (2004), The Florida Building Code (2004), National Fire Protection Code (NFPA 1), Life Safety Code (NFPA 101) and related NFPA standards as applicable.
2. The existing facilities shall be brought into compliance with the codes mentioned above. This shall include, but is not limited to, a standpipe system on the existing docks and appropriate required fire extinguishing equipment for the existing boat storage racks.
3. All fire rated penetrations shall be caulked with a UL approved product per manufacturer's specifications. A detail sheet shall be included with the final set of approved and sealed plans on the fire stop system.
4. A dedicated fire main shall be required for fire protection of this project and the existing structures. Hydraulic and fire flow calculations, as well as protection plans prepared by a Fire Protection Engineer shall be submitted prior to any permit issuance. Approved fire hydrants shall be provided for building to meet necessary fire flow requirements as determined by the Fire Official, and approved by the Florida Keys Aqueduct Authority (FKAA).
5. Fire Department access shall comply with NFPA 1, Ch.18.
6. New boat storage shall be fully protected by an automatic sprinkler system, if enclosed.
7. A full fire alarm system shall be provided to all structures on the property.
8. Any residential/commercial mixed use occupancies shall be protected throughout by an automatic sprinkler system.

It is understood that after conceptual review of the project has been granted, preliminary fire protection plans shall be included with improvements to water supply via fire hydrant and shall be submitted to Fire Marshal's Office prior to final plan review for issuance of a building permit. The Monroe County Fire Rescue Department provides fire suppression service to the proposed project location.

Sincerely,


Steven M. Zavalney
Captain, Fire Prevention/Assistant Fire Marshal

Cc: Clark O. Martin, Jr., Fire Chief
Arthur "Wally" Romero, Assistant Fire Marshal
Monroe County Growth Management, Planning Department



(305) 295-1000
1001 James Street
PO Box 6100
Key West, FL 33041-6100
www.KeysEnergy.com

UTILITY BOARD OF THE CITY OF KEY WEST

May 12, 2006

Ms. Barbara B. Mitchell
The Craig Company
600 White St.
Key West, Florida 33040



RE: Hurricane Hole Redevelopment

Dear Ms. Mitchell:

Keys Energy Services (KEYS) has reviewed the enclosed survey map of the above location. The customer will need to come off of the existing transformer with secondary underground 120/208 3 phase or install new high voltage underground system. The available secondary voltage 120/240 single phase or 120/208 3 phase. The customer will need to fill out a Project Review form and KEYS will need a full set of plans

If you need additional information please do not hesitate to call me at 305/295-1042.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew Alfonso".

Matthew Alfonso
Supervisor of Engineering
Matthew.Alfonso@KEYSENERGY.COM

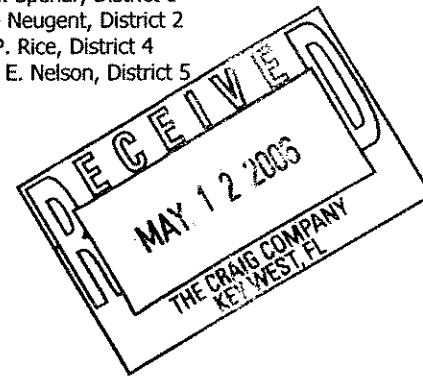
MA/ba

C:
L. Tejeda, General Manager & CEO
J. Wetzler, Asst. General Manager & CFO
D. Finigan, Director of Engineering/Control Center
A. Tejeda, Director of Customer Services
D. Price, Director T&D/Electrical
W. Davila, T&D Substation Supervisor
File:PLI-141



BOARD OF COUNTY COMMISSIONERS

Mayor Charles "Sonny" McCoy, District 3
Dixie M. Spehar, District 1
George Neugent, District 2
David P. Rice, District 4
Murray E. Nelson, District 5



SOLID WASTE MANAGEMENT
1100 SIMONTON STREET
ROOM #2-231
KEY WEST FL 33040

May 10, 2006

Ms. Barbara B. Mitchell,
Vice President
The Craig Company
P.O. Box 970
Key West, FL, 33040

**Re: Hurricane Hole Redevelopment
Amendment to Major Conditional Use Application**

Dear Ms. Mitchell:

The proposed plan for your project; including demolition waste, waste reduction, and recycling; shows adequate provision for solid waste and recycling management.

Waste Management, Inc is available to assist in the set up of any additional recycling services. Please call 305-296-8297 for assistance.

Sincerely,

A handwritten signature in cursive script that reads 'Carol A. Cobb'.

Carol A. Cobb, CPM, Sr. Administrator
Solid Waste Management

CAC/meg

cc: Nicole Petrick, Planning Commission Coordinator
via fax (x2536)



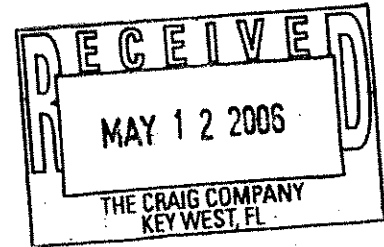
Jeb Bush
Governor

Department of Environmental Protection

South District, Marathon Branch Office
2796 Overseas Highway, Suite 221
Marathon, Florida 33050-4276
Telephone 305/289-2310

Colleen M. Castille
Secretary

May 10, 2006



Nicole Petrick
Monroe County Planning Department
2798 Overseas Highway
Marathon, FL 33050

Re: Monroe County - ERP
Florida Keys EMA
Hurricane Hole

Dear Ms. Petrick:

This letter is in response to a request for a letter of coordination from The Craig Company dated May 3, 2006, received by the Department May 8, 2006. A review of their-submittal indicates that the proposed construction activities may require permits from the South Florida Water Management District (SFWMD).

The Department and the Water Management districts have executed Operating Agreements that divide responsibilities for processing environmental resource permit applications in accordance with the type of activity involved. This division of responsibilities is summarized in Attachment 1 of the "*Joint Application for Environmental Resource Permit/Authorization to use Sovereign Submerged State Lands/Federal Dredge and Fill Permit*" booklet.

It appears their proposal should be processed by the South Florida Water Management District. Enclosed is a Joint Application for Environmental Resource Permit/Authorization to use Sovereign Submerged State Lands/Federal Dredge and Fill Permit booklet. Please submit your application to the following address:

South Florida Management District
P. O. Box 24680
West Palm Beach, Florida 33416-4680

If you have any questions regarding the application you may contact Ron Peekstock of the SFWMD at (561) 686-8800. If you have any additional questions you may contact me at the letterhead address or by telephone at (305) 289-2310 or via E-mail at Bruce.Franck@dep.state.fl.us.

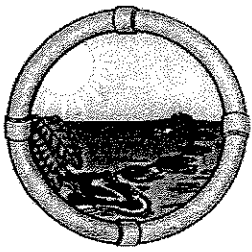
Sincerely,

Bruce Franck
Environmental Specialist II
Submerged Lands and
Environmental Resources Program

JB/bf

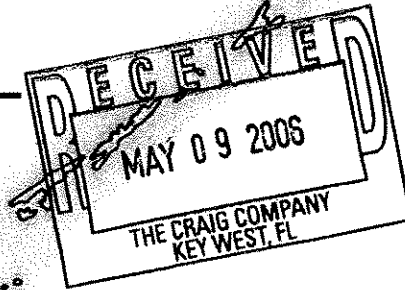
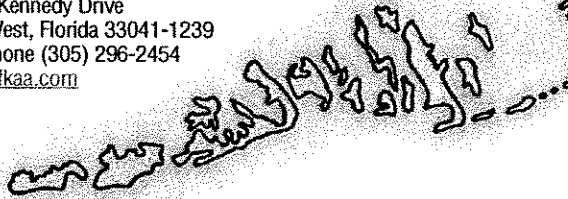
"More Protection, Less Process"

Printed on recycled paper.



Florida Keys Aqueduct Authority

Post Office Box 1239
1100 Kennedy Drive
Key West, Florida 33041-1239
Telephone (305) 296-2454
www.fkaa.com



Chairman
Marathon

J. Robert Dean
Vice-Chairman
Key West

Elena Z. Herrera
Secretary/Treasurer
Rockland Key

Rose M. Dell
Big Pine Key

David C. Ritz
Key Largo

James C. Reynolds
Executive Director

May 8, 2006

Barbara Mitchell
The Craig Company
P.O. Box 970
Key West, FL 33041-0970

RE: FKAA Account # 2350-016214
Proposed Hurricane Hole Redevelopment

Dear Ms. Mitchell:

This letter will serve as proof of preliminary coordination of the above referenced project with the Florida Keys Aqueduct Authority.

There is a 2" water main located on US-1 in front of the site which does not appear adequate to serve this project. A watermain extension will be necessary to serve the project, however a final size determination cannot be made until a complete set of Architectural plans are reviewed.

Enclosed is a Development Review Procedure to be filled out and returned to the FKAA.

Should you have any questions or require any further information please feel free to ask.

Sincerely Yours,

FLORIDA KEYS AQUEDUCT AUTHORITY

Edgar F. Nicolle, Jr.
Distribution Design Manager

EFN/cma

cc: Margaret Gil, Customer Service Manager KW
Kip Waite, Administrative Assistant/SDF



The Craig Company

Comprehensive Planning
Resort/Tourism Planning
Land Use Regulation
Development Feasibility
Site Design
Expert Witness

May 23, 2006

Mailing address: P. O. Box 970
Key West, FL 33041-0970

Mr. Doug Carter
Key West Resort Utilities
6450 E. Junior College Road
Key West, Florida 33040

Office location: 600 White St.
Key West, FL 33040

Phone: 305/294-1515
Fax: 305/292-1525
E-mail: barbara@craigcompany.com

Subject: Coordination Letter – Watermark
Marina of Key West (Hurricane Hole Redevelopment)
Amendment to Major Conditional Use Application

Dear Mr. Carter:

The enclosed site plan illustrates the proposed redevelopment of the Hurricane Hole Marina located on US Highway 1, Key West, Florida, at approximately mile marker 4.5. and the contiguous "Conch Contrada" parcel on US 1 to the east to be known as "Watermark Marina of Key West". The existing marina will be expanded to include the Conch Contrada parcel and the total site will be developed with 7 affordable housing units, 7,500 square feet of commercial retail/office floor area, 2 structures of dry boat storage racks, an additional 10 wet slips, parking and landscaping. The RE numbers for the project are 00123510-000000 and 00132640-000100.


I have enclosed a copy of a survey that indicates existing improvements and a map that shows the location of the site. We are starting the project review process with Monroe County. As part of that process, a letter of coordination from Key West Resort Utilities is required with our application.

Please review the site plan with reference to your area of expertise and send your approval/comments to Monroe County Planning at the follow address:

Ms. Nicole Petrick
Planning Commission Coordinator
Monroe County Planning Dept.
2798 Overseas Highway
Marathon, Florida 33050

Please provide me with a copy of your letter. I have enclosed a self-addressed envelope for your use. Thank you.

Very truly yours,



Barbara B. Mitchell
Vice President

BBM/jr
cc: file
Enclosures



The Craig Company

Comprehensive Planning
Resort/Tourism Planning
Land Use Regulation
Development Feasibility
Site Design
Expert Witness

May 3, 2006

Mr. Paul Kruger
Field Biologist
US Army Corps of Engineers
Suite 234
2796 Overseas Hwy.
Marathon, Florida 33050

Mailing address: P. O. Box 970
Key West, FL 33041-0970

Office location: 600 White St.
Key West, FL 33040

Phone: 305/294-1515
Fax: 305/292-1525

E-mail: barbara@craigcompany.com

Subject: Coordination Letter
Hurricane Hole Redevelopment
Amendment to Major Conditional Use Application

Dear Mr. Kruger:

The enclosed site plan illustrates the proposed redevelopment of the Hurricane Hole Marina located on US Highway 1, Key West, Florida, at approximately mile marker 4.5. and the contiguous "Conch Contrata" parcel on US 1 to the east. The existing marina will be expanded to include the Conch Contrata parcel which will be developed with 5 to 7 affordable housing units, 7,000 square feet of commercial retail floor area, 2 structures of dry boat storage racks, parking and landscaping. The RE numbers for the project are 00123510-000000 and 00132640-000100.

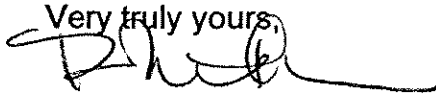
I have enclosed a copy of a survey which indicates existing improvements and a map that shows the location of the site. We are starting the project review process with Monroe County. As part of that process, a letter of coordination from the Army Corps of Engineers is required with our application.

Please review the site plan with reference to your area of expertise and send your approval/comments to Monroe County Planning at the follow address:

Ms. Nicole Petrick
Planning Commission Coordinator
Monroe County Planning Dept.
2798 Overseas Highway
Marathon, Florida 33050

Please provide me with a copy of your letter. I have enclosed a self-addressed envelope for your use. Thank you.

Very truly yours,

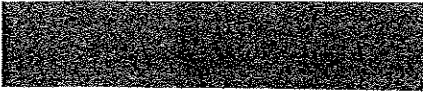


Barbara B. Mitchell
Vice President

BBM/jr

cc: file

Enclosures



The Craig Company

Comprehensive Planning
Resort/Tourism Planning
Land Use Regulation
Development Feasibility
Site Design
Expert Witness

May 3, 2006

Mailing address: P. O. Box 970
Key West, FL 33041-0970

Ms. Christie McNamara
Monroe County Department of Health
13367 Overseas Hwy
Marathon, FL 33050

Office location: 600 White St.
Key West, FL 33040

Phone: 305/294-1515
Fax: 305/292-1525
E-mail: barbara@craigcompany.com

Subject: Coordination Letter
Hurricane Hole Redevelopment
Amendment to Major Conditional Use Application

Dear Ms. McNamara:

The enclosed site plan illustrates the proposed redevelopment of the Hurricane Hole Marina located on US Highway 1, Key West, Florida, at approximately mile marker 4.5. and the contiguous "Conch Contrata" parcel on US 1 to the east. The existing marina will be expanded to include the Conch Contrata parcel which will be developed with 5 to 7 affordable housing units, 7,000 square feet of commercial retail floor area, 2 structures of dry boat storage racks, parking and landscaping. The RE numbers for the project are 00123510-000000 and 00132640-000100.

I have enclosed a copy of a survey which indicates existing improvements and a map that shows the location of the site. We are starting the project review process with Monroe County. As part of that process, a letter of coordination from the Department of Health is required with our application.

Please review the site plan with reference to your area of expertise and send your approval/comments to Monroe County Planning at the follow address:

Ms. Nicole Petrick
Planning Commission Coordinator
Monroe County Planning Dept.
2798 Overseas Highway
Marathon, Florida 33050

Please provide me with a copy of your letter. I have enclosed a self-addressed envelope for your use. Thank you.

Very truly yours,



Barbara B. Mitchell
Vice President

BBM/jr
cc: file
Enclosures



The Craig Company

Comprehensive Planning
Resort/Tourism Planning
Land Use Regulation
Development Feasibility
Site Design
Expert Witness

May 3, 2006

Mailing address: P. O. Box 970
Key West, FL 33041-0970

Mr. Ronald Peekstok
South Florida Water Management District
P.O. Box 24680
West Palm Beach, FL 33406

Office location: 600 White St.
Key West, FL 33040

Phone: 305/294-1515
Fax: 305/292-1525

E-mail: barbara@craigcompany.com

Subject: Coordination Letter
Hurricane Hole Redevelopment
Amendment to Major Conditional Use Application

Dear Mr. Peekstock:

The enclosed site plan illustrates the proposed redevelopment of the Hurricane Hole Marina located on US Highway 1, Key West, Florida, at approximately mile marker 4.5. and the contiguous "Conch Contrata" parcel on US 1 to the east. The existing marina will be expanded to include the Conch Contrata parcel which will be developed with 5 to 7 affordable housing units, 7,000 square feet of commercial retail floor area, 2 structures of dry boat storage racks, parking and landscaping. The RE numbers for the project are 00123510-000000 and 00132640-000100.

I have enclosed a copy of a survey which indicates existing improvements and a map that shows the location of the site. We are starting the project review process with Monroe County. As part of that process, a letter of coordination from the South Florida Water Management District is required with our application.

Please review the site plan with reference to your area of expertise and send your approval/comments to Monroe County Planning at the follow address:

Ms. Nicole Petrick
Planning Commission Coordinator
Monroe County Planning Dept.
2798 Overseas Highway
Marathon, Florida 33050

Please provide me with a copy of your letter. I have enclosed a self-addressed envelope for your use. Thank you.

Very truly yours,



Barbara B. Mitchell
Vice President

BBM/jr
cc: file
Enclosures

Appendix V

Refer to large scale drawings.

Appendix W



STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

JEB BUSH
Governor

THADDEUS L. COHEN, AIA
Secretary

GRANITE CREEK CONSTRUCTION CO

July 6, 2006

JUL 10 2006

Mr. Kevin Butler, Project Manager
Granite Creek Construction Company
4415 Commodity Way
Shingle Springs, California 95682

RE: Watermark Marina at Stock Island

Dear Mr. Butler:

Thank you for your e-mail and phone calls concerning the need for a clearance letter for the Watermark Marina at Stock Island in the Florida Keys. As we have discussed in our subsequent conversations, the passage of Florida House Bill 683 exempts marinas from Development of Regional Impact Review, as of July 1, 2006.

We appreciate your working with us to protect the resources of the Keys. If you or your staff have any questions or need additional assistance, please contact me, at (850) 922-1805.

Sincerely,

Dan Evans, AICP
Senior Planner

RW/de

cc: Carolyn Dekle, Executive Director, South Florida Regional Planning Council
Ty Symroski, Director, Monroe Planning Department

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100

Phone: 850.488.8466/Suncom 278.8466 FAX: 850.921.0781/Suncom 291.0781

Internet address: <http://www.dca.state.fl.us>

CRITICAL STATE CONCERN FIELD OFFICE
2796 Overseas Highway, Suite 212
Marathon, FL 33050-2227
(305) 289-2402

COMMUNITY PLANNING
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-2356

EMERGENCY MANAGEMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 413-9969

HOUSING & COMMUNITY DEVELOPMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-7956

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF COMMUNITY PLANNING
BUREAU OF LOCAL PLANNING
2555 Shumard Oak Blvd. Tallahassee, Florida 32399
850/488-4925

**APPLICATION FOR A BINDING LETTER OF
DEVELOPMENT OF REGIONAL IMPACT STATUS
UNDER SECTIONS 380.06 and 120.57, FLORIDA STATUTES**

- I. Issuance of a binding letter is final agency action and subject to judicial review pursuant to Section 120.68, Florida Statutes. The record on appeal will consist of exhibits, documents or other materials prepared by the applicant and submitted to the Division of Community Planning pursuant to this application plus other information or materials the Division of Community Planning may develop and make part of the record. The Division of Community Planning may provide for a hearing if appropriate under Subsection 9J-2.016(16), Florida Administrative Code. If necessary for the preparation of a complete record, the applicant should request a hearing. The hearing shall be conducted pursuant to provisions of Section 120.57, Florida Statutes, which are appropriate to the issues to be decided. Where the Division determines that information submitted is inadequate for a determination, the binding letter may state that determination.

- II. I, Kevin Butler, the undersigned owner or authorized representative of Southfork Development Group, hereby request a binding letter of interpretation of DRI status in accordance with Sections 120.57 and 380.06, Florida Statutes. I hereby certify that all information submitted with and pursuant to this application is true and correct to the best of my knowledge and belief and that on this date a copy of the application has been submitted to the appropriate regional planning agency and local government as required in Subsection 9J-2.016(4), Florida Administrative Code.


Signature

May 31, 2006
Date

4415 Commodity Way, Shingle Springs, CA 95682

Street or P.O. Address, City, State, Zip

(530) 677-0264

Phone Number

PART I

Provide the following general information about the proposed development. Any part of this information which is not relevant to a particular type of development may be omitted. A brief statement of the reasons for omitting any of the following information must be included.

A. Identify the Development

1. Name of development, developer, and authorized agent.
Watermark Marina of Key West (formerly Hurricane Hole)
Southfork Development Group
Dan Easter for Southfork (Owner)
Kevin Butler for Granite Creek Const. (Construction Manager)
2. Has any of this property been the subject of a binding letter, clearance letter, or DRI application for development approval? If yes, please indicate name of development and developer if different than current project.
There is no known record of a binding letter (or clearance letter) or request for a binding letter (or clearance letter) during the past eleven (11) years.
3. Distance of the development to the nearest adjacent county.
The nearest adjacent county is Miami Dade. It is approximately 110 miles north the development.
4. Legal description (section, township, and range).
On the Island of Stock Island and being part of Government Lot 1, Section 34 and a part of Government Lot 4, Section 35, all in Township 67 South, Range 25 East.
5. Type(s) of development pursuant to Chapter 28-24, Florida Administrative Code (F.A.C.).
28-24.034 Port Facility
6. Present ownership of property.
The development consists of two parcels, the marina and the adjoining property to the east known as Conch Contrada. Both parcels are owned by The Libben Co., a Colorado Limited Partnership. The owner is also the lessor. Both properties are currently leased by Fred Skomp (lessee) dba Historic Seaport Inc., a Florida Corporation. Watermark Marina is currently under contract to assume the position of Fred Skomp (lessee) and operate both parcels
7. Property owned, optioned or leased by the developer adjacent to or within one-half mile of the proposed site (location and acreage). If yes, describe any physical relationships to the project which is the subject of this binding letter application.
None

B. Describe the Project

1. Total acreage and proposed acreage breakdown by land use (e.g., commercial, residential, open space, water bodies, etc.).

Wetland =	2.34 acres
Upland =	3.29 acres
Retail =	7,782 Square Feet
Office =	947 Square Feet
Restaurant =	3,895 Square Feet
Outdoor Dining =	1,240 Square Feet
Residential =	6,933 gross Square Feet
Dry Rack Storage, existing =	63 boats
Dry Rack Storage, new =	96 boats
Total Dry Rack Storage =	159 boats
Wet Slip Storage, existing =	24 boats
Wet Slip Storage, new =	18 boats
Total Wet Slip Storage =	42 boats

2. Present and proposed land use and zoning.

Present and proposed land zoning is MU

3. Number of units, gross square footage, parking spaces, etc., by each applicable development type and each criterion therein pursuant to Chapter 28-24, F.A.C.

28-24.034 Port Facility, Operating prior to July 1, 1985

<u>Type of Storage</u>	<u>Proposed</u>	<u>Allowed</u>	<u>%</u>
Wet Storage	42	150	28
Dry Storage	159	300	53
Combined Total			81%

4. Gross and net residential density.

Residential density consists of seven (7) new workforce housing units

Proposed gross residential square footage 6,933 square feet

Proposed net residential square footage 5,702 square feet

5. Proposed phasing of project by time increments, including the amount of development per phase.

The project will be constructed in two phases. Phase 1 will consist of dry rack storage, Phase 2 will consist of the retail and workforce housing.

Phase 1 = \$1,600,000 (approximate)

Phase 2 = \$3,700,000 (approximate)

6. Project population at buildout and date of buildout.
**Projected project population at build out is expected to be less than ten (10).
Build out is scheduled for summer 2007.**

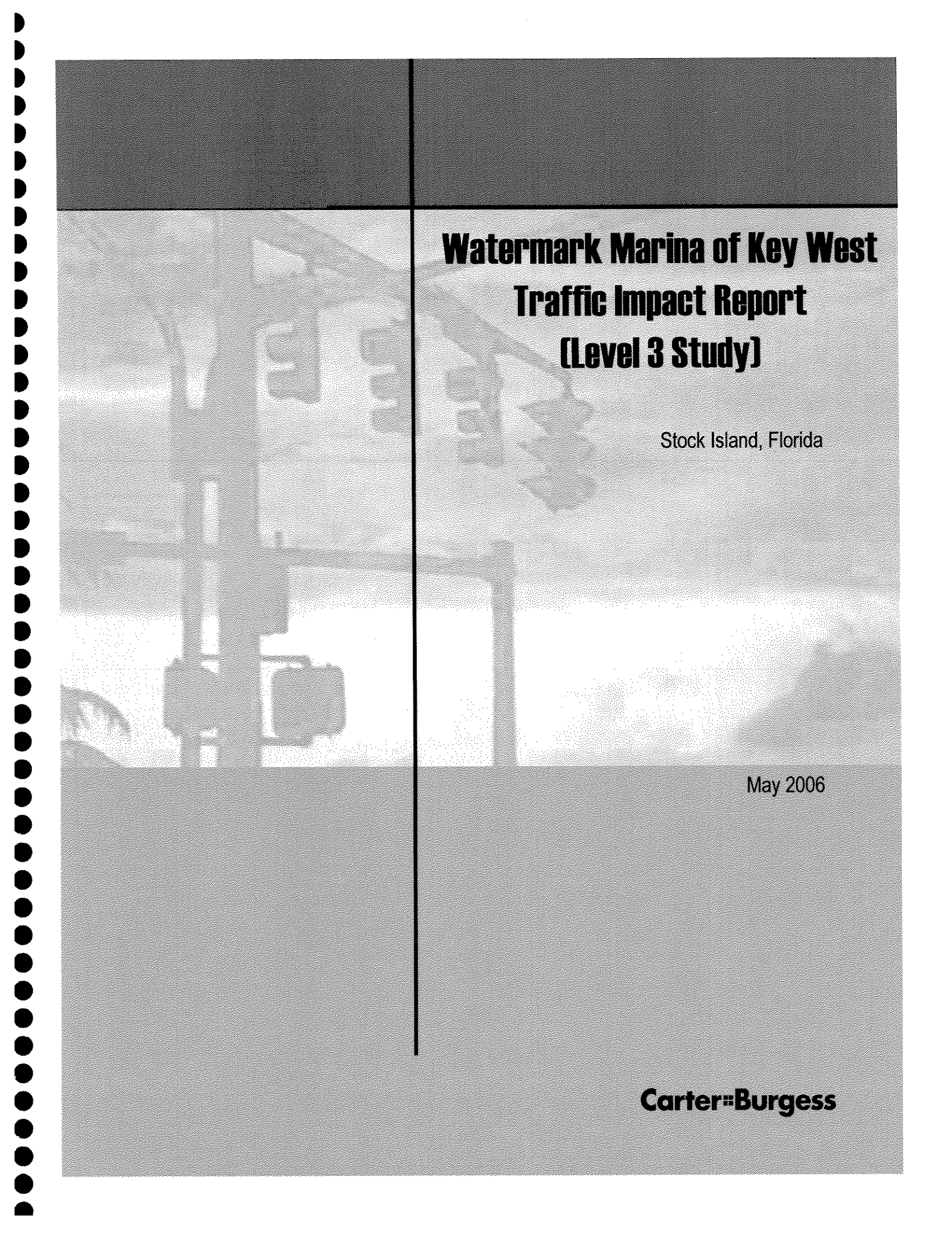
C. Describe the Regulatory Status

1. Types of permits and approvals applied for, received, required or denied (including zoning and comprehensive plan amendments).
The development will be submitted to Monroe County for site application during the month of June. No other permits have been applied for, received, or denied within the past three (3) years
2. Permitting and approval agency(ies) and status of pending permits and approvals.
Monroe County is the approval agency. There are no pending permits to report at this time.

D. Provide the Following Visual Exhibits

1. General location map.
2. Proposed site plan/preliminary layout of the site.
3. Existing land use map of the area.

E. Provide any other information which you believe should be considered in this determination.



Watermark Marina of Key West Traffic Impact Report (Level 3 Study)

Stock Island, Florida

May 2006

Carter=Burgess

May 24, 2006

Mr. Dan Easter
Vice President of Development
South Fork Development Group, Inc.
5110 Hillsdale Circle, Suite 300
El Dorado Hills, California 95762


Re: Watermark Marina of Key West
Stock Island, Florida

Dear Mr. Easter:

We are pleased to provide to you the results of the Traffic Impact Report (Level 3) in connection with the Watermark Marina of Key West project located in Stock Island, Florida. Carter & Burgess, Inc. accepts the responsibility relative to the content, conclusions, and recommendations contained in this study.

Sincerely,

CARTER & BURGESS, INC.



Karl B. Peterson, P.E.
Transportation Unit Manager



Karl B. Peterson, P.E.
Florida Registration Number 49897
Engineering Business Number 5300

5/24/06

TABLE OF CONTENTS

INTRODUCTION	1
INVENTORY	3
Existing Land Uses	3
Proposed Land Uses.....	3
Condition Diagram.....	5
EXISTING CONDITIONS.....	6
Existing Roadway Network.....	6
Existing Traffic Conditions.....	6
Existing Traffic Signals	8
TRIP GENERATION	10
TRIP DISTRIBUTION.....	13
TRAFFIC ASSIGNMENT	14
Background Traffic.....	14
Project Traffic Assignment	16
TRAFFIC IMPACT ANALYSIS	18
Intersection Analyses	18
Link Analysis.....	19
US 1 Impacts by Mile Marker	19
CONCLUSIONS.....	21

APPENDIX A – Site Plan and Parking Analysis
APPENDIX B – Condition Diagram
APPENDIX C – FDOT Historical Traffic Data
APPENDIX D – Traffic Counts
APPENDIX E – ITE Trip Generation Report excerpts
APPENDIX F – FDOT Peak Season Factor Category Report
APPENDIX G – Signal Timing
APPENDIX H – HCS Analyses
APPENDIX I – Level of Service and Reserve Capacity Table

LIST OF FIGURES

FIGURE 1 – Site Location Map	2
FIGURE 2 – Surrounding Land Uses	4
FIGURE 3 – Existing Roadway Network.....	7
FIGURE 4 – Existing (2006) Turning Movement Volumes.....	9
FIGURE 5 – 2007 Peak Season Traffic Volumes (PM Peak Hour)	15
FIGURE 6 – 2007 Peak Season Traffic Volumes With Project Traffic (PM Peak Hour).....	17

LIST OF TABLES

TABLE 1 – Annual Average Daily Traffic	8
TABLE 2 – Trip Generation Analysis	12
TABLE 3 – Project Trip Distribution	13
TABLE 4 – Intersection Analyses	19
TABLE 5 – Arterial Trip Assignment Summary.....	20

INTRODUCTION

Watermark Marina of Key West, formerly known as Hurricane Hole Marina, is an existing marina and commercial development located on the ocean side of US 1/Overseas Highway, near Mile Marker 4.5, in Stock Island, Florida. The subject site is located on US 1/Overseas Highway east¹ of College Road (west intersection). The Conch Contrada parcel east of the Watermark Marina of Key West property is also being redeveloped as part of this project. A Site Location Map is presented in Figure 1 on the following page.

Carter & Burgess, Inc. has been retained by the South Fork Development Group to conduct a traffic impact analysis for this project. This study addresses the anticipated trip generation of the project, the current operating conditions of the surrounding roadway network, anticipated project traffic impacts along US 1 by mile marker, and site access.

¹ For purposes of this study, US 1 is assumed to be an east-west arterial. Vehicles traveling eastbound are heading towards Miami and those going westbound are heading towards Key West.



Legend



Mile Marker 5

FIGURE 1

Watermark Marina of Key West
Stock Island, Florida

Site Location Map

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6363 NW 6 Way, Suite 300
Fort Lauderdale, Florida 33309

INVENTORY

Existing Land Uses

The Watermark Marina of Key West property currently consists of the following facilities on-site:

- ❑ Marina – 32 wet slips (including 8 charter boats)
- ❑ Boat storage – 4,579 SF (storage for up to 63 boats)
- ❑ Retail and dive shop – 1,796 SF
- ❑ Restaurant with outdoor seating – 3,895 SF (inside) + 1,240 SF (outside)

The land uses located in the vicinity of the project are illustrated in Figure 2.

Proposed Land Uses

In addition to the facilities listed above, additional boat slips, boat storage, commercial/retail uses, office space, and residential units are proposed for the subject site. The cumulative development program is as follows:

- ❑ Marina – 42 wet slips (including 8 charter boats)
- ❑ Boat storage – 16,571 SF (storage for 159 boats)
- ❑ Commercial/retail – 7,782 SF
- ❑ Office – 947 SF
- ❑ Restaurant with outdoor seating – 5,135 SF
- ❑ Affordable housing units – 7 multi-family dwelling units

The additional boat storage proposed for the site will consist of two structures. The larger structure will be covered and enclosed on three sides and the smaller structure will provide open-rack boat storage. The ground level of each structure will be used for parking. A mixed-use building is also proposed for the site. Approximately 6,933 SF

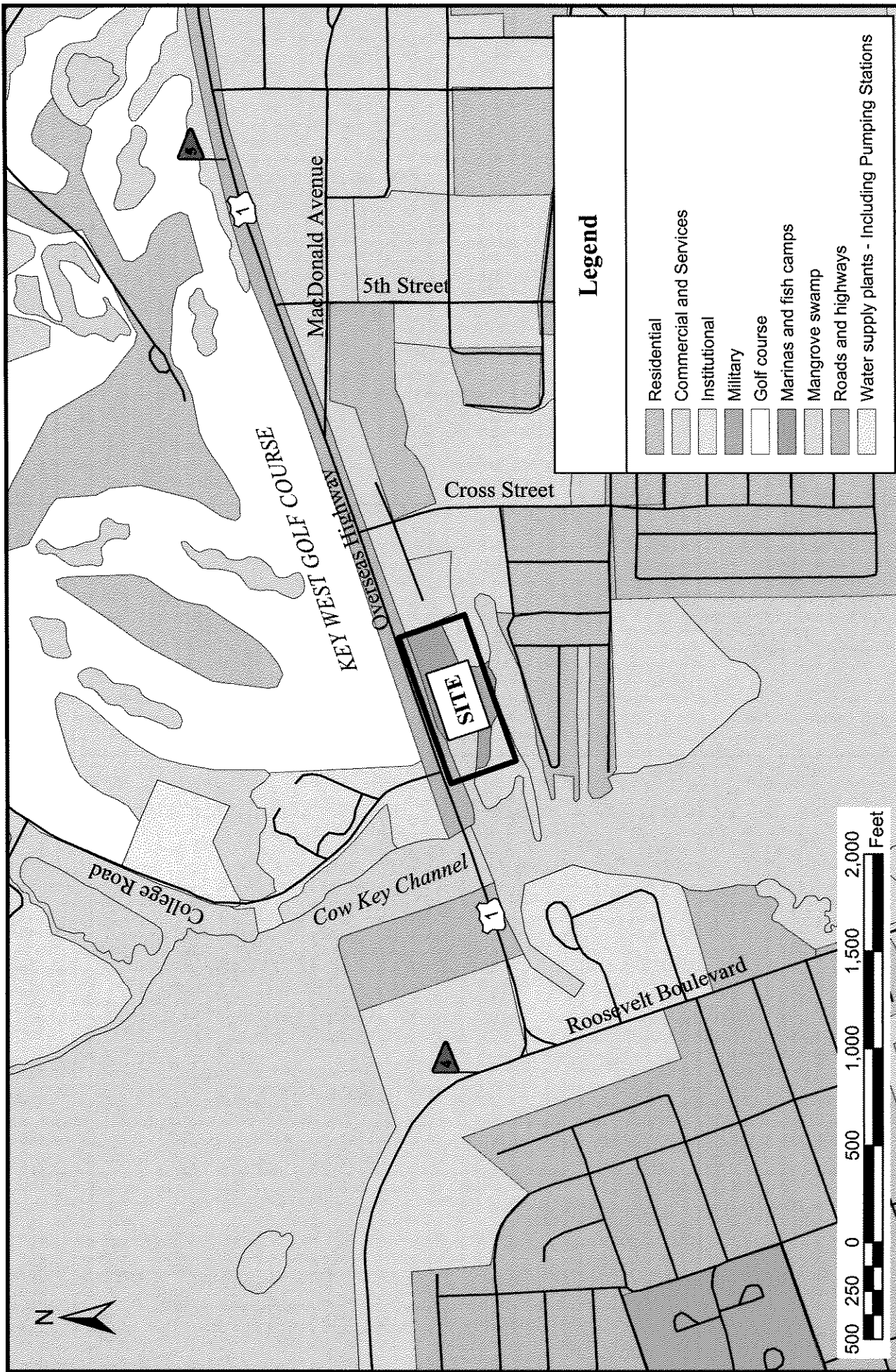


FIGURE 2
 Watermark Marina of Key West
 Stock Island, Florida

Surrounding Land Uses

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 6363 NW 6 Way, Suite 300
 Fort Lauderdale, Florida 33309

of commercial/retail space will be located on the second level with seven (7) affordable residential dwelling units above. Parking will be located on the ground level. For purposes of performing this traffic impact analysis, the project is planned to be completed by the end of the year 2007. Appendix A contains the proposed site plan and parking analysis that shows the existing and proposed land uses with respective intensities for this project.

Condition Diagram

A condition diagram of US 1, near Mile Marker 4.5, was prepared for the subject site and is contained in Appendix B.

EXISTING CONDITIONS

This section of the report addresses the existing roadway network, existing traffic conditions, and existing traffic signals.

Existing Roadway Network

US 1/Overseas Highway through the study area is a four-lane divided arterial. Carter & Burgess, Inc. has identified the section of US 1 between North Roosevelt Boulevard and MacDonald Avenue as the study area for this project. Four significant intersections are located within the study area of the project. The four intersections are as follows:

- US 1 and North Roosevelt Boulevard
- US 1 and College Road
- US 1 and Cross Street
- US 1 and MacDonald Avenue

Figure 3 on the following page indicates the lane geometry of each intersection within the study area, including the two project driveways on US 1.

Existing Traffic Conditions

US 1 carried approximately 38,000 vehicles per day (Annual Average Daily Traffic) in the vicinity of the subject site in the year 2004. The Florida Department of Transportation (FDOT) maintains a continuous count station in front of the project site. FDOT Count Station #900165 is located 200 feet east of Cow Key Bridge. The traffic volumes in the study area have slightly increased over the past few years. The traffic volumes recorded over the last five years at these stations are summarized in Table 1. Appendix C contains the historical traffic data from FDOT Count Station #900165.

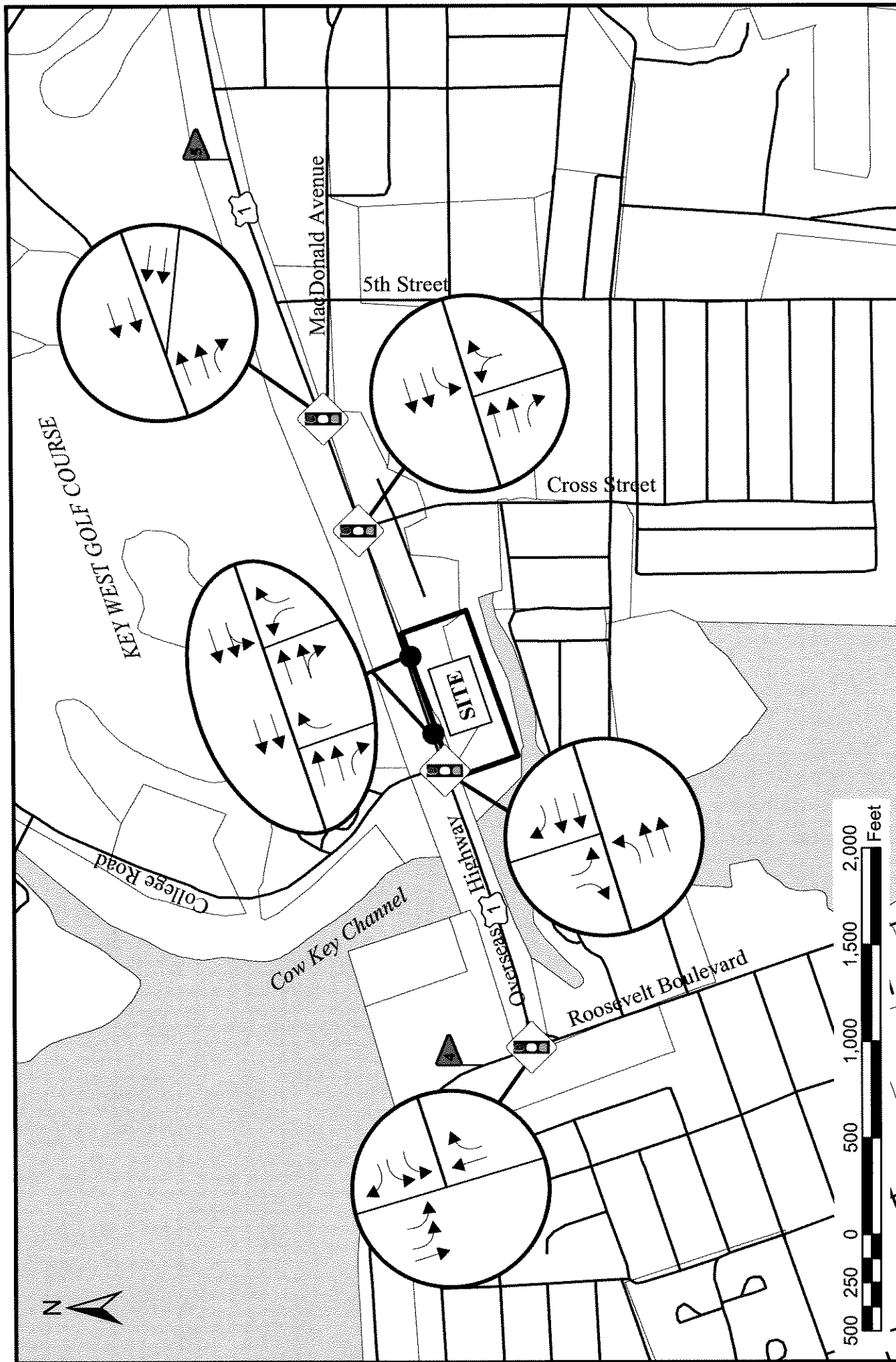


FIGURE 3
Watermark Marina of Key West
Stock Island, Florida

Existing Roadway Network

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Fort Lauderdale, Florida 33309

Table 1 Watermark Marina of Key West Annual Average Daily Traffic US 1 - Stock Island, Florida	
Year	AADT
2000	35,472
2001	37,401
2002	37,478
2003	37,403
2004	37,926

Station #900165 - 200' E Cow Key Bridge

Source: Florida Department of Transportation Traffic CD (2002-2004).

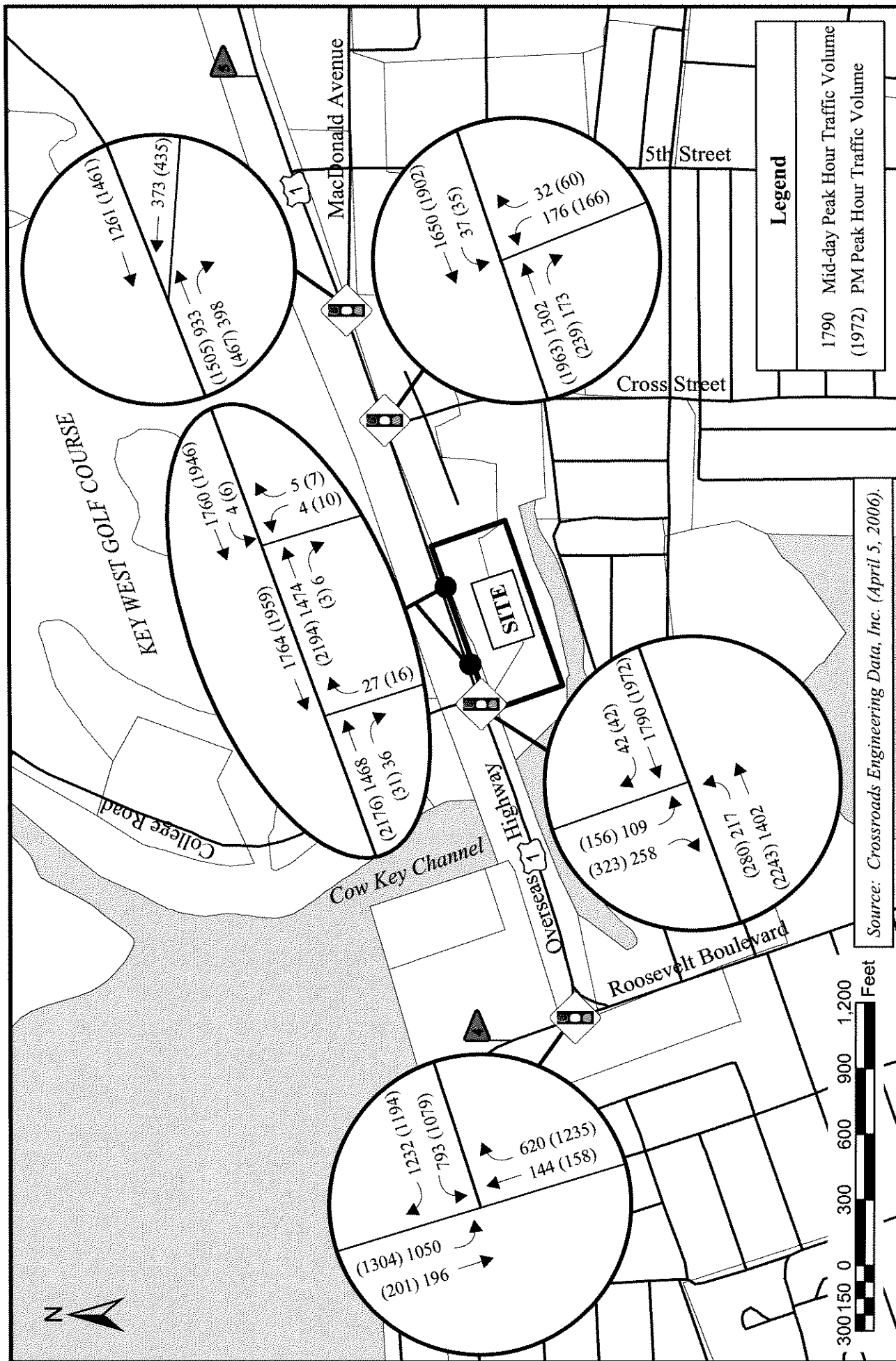
Carter & Burgess, Inc., in association with Crossroads Engineering, Inc., collected mid-day (11:00 AM – 1:00 PM) and PM (4:00 – 6:00) peak period turning movement counts at the significant intersections located within the study area. Figure 4 summarizes the existing (Year 2006) mid-day and PM peak hour turning movement volumes within the project study area. Appendix D contains the results of these turning movement counts.

As indicated in Figure 4, the PM peak hour traffic volumes are slightly higher than the mid-day peak hour volumes. Hence, the PM peak hour was selected for purposes of this traffic study.

Existing Traffic Signals

There are four signalized intersections within the study area. These intersections include:

- ❑ US 1 and North Roosevelt Boulevard
- ❑ US 1 and College Road
- ❑ US 1 and Cross Street
- ❑ US 1 and MacDonald Avenue



TRIP GENERATION

The trip generation for the Watermark Marina of Key West project was determined using the trip generation rates published in the Institute of Transportation Engineers' (ITE) *Trip Generation* report (7th Edition). Based upon this manual, the daily and PM peak hour trip generation rates for the existing and proposed developments are as follows:

Marina – ITE Land Use #420

- Daily (weighted average) Trip Generation Rate: $T = 3.49 (X)$
where T = number of trips and X = number of berths
- PM Peak Hour Trip Generation Rate: $T = 0.19 (X)$ (60% in / 40% out)

General Light Industrial – ITE Land Use #110

- Daily (weighted average) Trip Generation Rate: $T = 5.26 (X)$
where T = number of trips and X = 1,000 sq. feet of gross floor area
- PM Peak Hour Trip Generation Rate: $T = 0.98 (X)$ (22% in / 78% out)

Specialty Retail Center – ITE Land Use #814

- Daily (weighted average) Trip Generation Rate: $T = 40.58 (X)$
where T = number of trips and X = 1,000 sq. feet of gross leasable area
- PM Peak Hour Trip Generation Rate: $T = 2.71 (X)$ (50% in / 50% out)

General Office Building – ITE Land Use #710

- Daily (weighted average) Trip Generation Rate: $T = 8.34 (X)$
where T = number of trips and X = 1,000 sq. feet gross floor area
- PM Peak Hour Trip Generation Rate: $T = 1.49 (X)$ (17% in / 83% out)

Quality Restaurant – ITE Land Use #931

- Daily (weighted average) Trip Generation Rate: $T = 88.04 (X)$
where T = number of trips and X = 1,000 sq. feet gross floor area
- PM Peak Hour Trip Generation Rate: $T = 7.49 (X)$ (67% in / 33% out)

Residential Condominium/Townhouse – ITE Land Use #230

- Daily (weighted average) Trip Generation Rate: $T = 5.69 (X)$
where T = number of trips and X = number of dwelling units
- PM Peak Hour Trip Generation Rate: $T = 0.52 (X)$ (67% in / 33% out)

The trip generation of the existing facilities at the marina was credited against the anticipated trip generation of the proposed development. Table 2 summarizes the trip generation for the Watermark Marina of Key West project and the relevant excerpts published by ITE are contained in Appendix E.

Table 2
Watermark Marina of Key West
Trip Generation Analysis
US 1 - Stock Island, Florida

Land Use	Size	Daily Trips	PM Peak Hour Trips				Total
			In		Out		
			%	#	%	#	
<i>Existing</i>							
Marina	32 slips	112	60%	4	40%	2	6
Boat Storage (Light Industrial)	4,579 SF	24	22%	1	78%	3	4
Specialty Retail Center (Retail and dive shop)	1,796 SF	73	50%	3	50%	2	5
Quality Restaurant	5,135 SF	452	67%	25	33%	13	38
Sub-Total		661		33		20	53
<i>Proposed</i>							
Marina	42 slips	147	60%	5	40%	3	8
Boat Storage (Light Industrial)	16,571 SF	87	22%	4	78%	12	16
Specialty Retail Center	7,782 SF	316	50%	11	50%	10	21
General Office	947 SF	8	17%	0	83%	1	1
Quality Restaurant	5,135 SF	452	67%	25	33%	13	38
Condominium/Townhouse	7 D.U.	40	67%	3	33%	1	4
Sub-Total		1,050		48		40	88
Difference		389		15		20	35

Sources: ITE Trip Generation Report (7th Edition) and Carter & Burgess, Inc. (May 2006):

- Land Use #420 - Marina
- Land Use #110 - General Light Industrial
- Land Use #814 - Specialty Retail Center
- Land Use #710 - General Office Building
- Land Use #931 - Quality Restaurant
- Land Use #230 - Residential Condominium/Townhouse

As shown in Table 2, the Watermark Marina of Key West project is projected to generate 389 additional trips on a daily basis and 35 additional trips during the PM peak hour.

TRIP DISTRIBUTION

A trip distribution analysis was performed based on the nearby population areas, the transportation network, and the location of the subject project. Due to the location of the site, it was assumed that all project-related trips will arrive and depart via US 1 (east and west). The City of Key West is located west of the project and Big Pine Key is located to the east. Table 3 summarizes the trip distribution of the Watermark Marina of Key West project.

Table 3 Watermark Marina of Key West Project Trip Distribution US 1 - Stock Island, Florida	
Direction	Distribution (%)
North	0%
South	0%
East (US 1)	20%
West (US 1)	80%

Source: Carter & Burgess, Inc. (May 2006).

TRAFFIC ASSIGNMENT

Background Traffic

In order to develop peak season 2007 background traffic conditions (project is anticipated to be completed in 2007), two analyses were performed. These include:

1. Conversion of April 2006 traffic counts to 2006 peak season traffic volumes. Using FDOT's latest (2004) Peak Season Factor Category Report (see Appendix F) to convert traffic counts recorded during the first week in April to peak season volumes, a factor of 1.02 was applied to the counts in order to reflect 2006 average peak season conditions.
2. Projection of 2006 peak season volumes to 2007 peak season conditions. Based on the Historical Average Annual Daily Traffic (AADT) shown in Table 1, traffic volumes along US 1 in the vicinity of the project have increased at an average of 1.75 percent per year over the past five years. In order to be conservative, an annual growth rate of 2.0%/year has been applied to the study area. This growth rate accounts for any developments in the area that will occur by the year 2007.

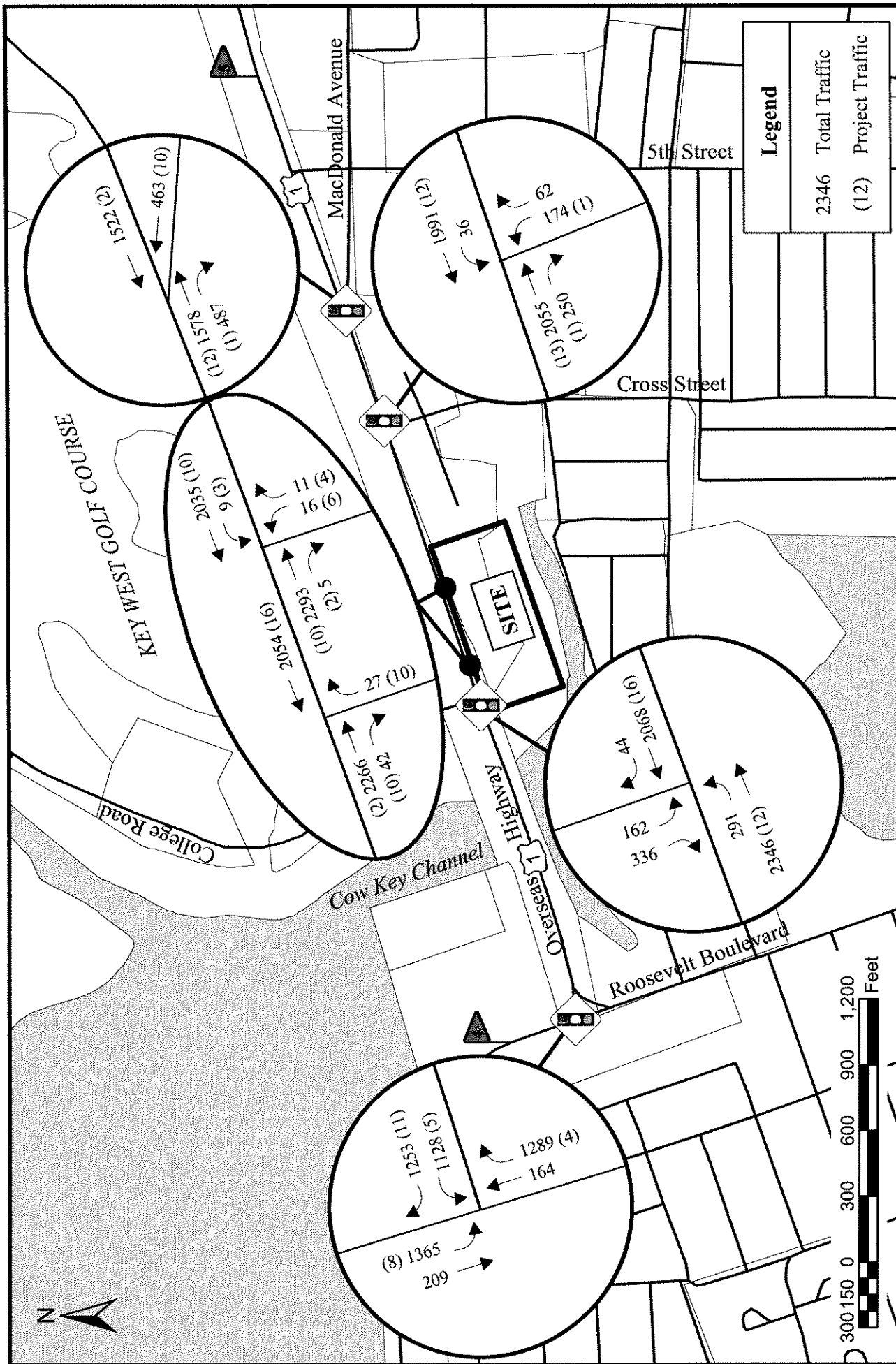
Figure 5 on the following page shows the 2007 PM peak season background traffic conditions within the study area.

Project Traffic Assignment

The project traffic distribution shown in Table 3 was assigned to the existing roadway network as follows:

- Of the 80% distributed to the west, 55% of the project traffic was assigned to North Roosevelt Boulevard and 25% to Roosevelt A1A Boulevard.
- Of the 20% distributed to the east, 5% of the project traffic was assigned to Cross Street, 5% was assigned to MacDonald Avenue, and the remaining 10% was assigned to US 1 east of Stock Island.

Figure 6 illustrates the project traffic assignment and the 2007 peak season total traffic (including project traffic) within the study area.



**2007 Peak Season Traffic Volumes
With Project Traffic (PM Peak Hour)**

FIGURE 6
Watermark Marina of Key West
Stock Island, Florida

Carter Burgess
6363 NW 6 Way, Suite 300
Fort Lauderdale, Florida 33309

TRAFFIC IMPACT ANALYSIS

This section of the report is divided into three parts: 1) intersection analyses, 2) link analysis, and 3) US 1 impacts by mile marker.

Intersection Analyses

The following six intersections/driveways were evaluated using the capacity/level of service procedures outlined in the 2000 Highway Capacity Manual (HCM):

- ❑ US 1 and North Roosevelt Boulevard (signalized)
- ❑ US 1 and College Road (signalized)
- ❑ US 1 and Cross Street (signalized)
- ❑ US 1 and MacDonald Avenue (signalized)
- ❑ US 1 and project driveways - East and West (unsignalized)

The signal timing for all significant signalized intersections listed above was obtained from Keys Energy Services and is included in Appendix G. Two analyses were performed for each of the intersections/driveways identified above. These analyses include existing (2006) peak season conditions and 2007 peak season conditions with project traffic. Table 4 summarizes the results of these analyses and the Highway Capacity Software (HCS) output is presented in Appendix H.

As indicated in Table 4, the study area intersections/driveways are currently operating at acceptable levels of service and will continue to operate at their current levels of service in the year 2007 with the subject project in place.

Table 4
Watermark Marina of Key West
Intersection Analyses (PM Peak Hour)
US 1 - Stock Island, Florida

Intersection	Existing (2006) Peak Season Conditions	Future (2007) Peak Season With Project
US 1 and N. Roosevelt Boulevard	D	D
US 1 and College Road	D	D
US 1 and Cross Street	B	B
US 1 and MacDonald Avenue	B	B
US 1 and Project Driveway (East)	D	D
US 1 and Project Driveway (West)	C	C

Sources: Highway Capacity Software (Version 4.1f) and Carter & Burgess, Inc. (May 2006).

Link Analysis

The link analysis compares the maximum number of reserve trips on US 1 through Stock Island (per Monroe County's Level of Service and Reserve Capacity Table) with the project's traffic impacts. Based upon an 80% / 20% trip distribution, the project will add a maximum of 311 daily trips to Segment Number 1 located immediately adjacent to the project in Stock Island. According to Monroe County's Level of Service and Reserve Capacity Table (see Appendix I), Segment Number 1 has 1,494 trips of reserve capacity. Therefore, US 1 through Stock Island has the capacity to absorb the maximum traffic impacts generated by the Watermark Marina of Key West project.

US 1 Impacts by Mile Marker

The farthest key located west of the project is Key West. Downtown Key West is located approximately five miles from the site. Similarly, the next major key located east of the project is Big Pine Key, located about 26 miles from the site. For this project, it was assumed that the maximum trip length will be half the distance between the site and Big Pine Key, or 13 miles. The average trip length was assumed to be half of the maximum trip length, or 6.5 miles. Based upon these trip length assumptions, the US 1 segments identified in Monroe County's Traffic Report Guidelines, and the traffic

assignment discussed previously, an estimate of the number of primary trips by segment on US 1 was performed. Table 5 summarizes the number of primary trips by segment on US 1 (Arterial Trip Assignment). As indicated in this table, this project will add approximately 389 daily trips.

Table 5
Watermark Marina of Key West
Arterial Trip Assignment Summary
US 1 - Stock Island, Florida

Project:	Watermark Marina of Key West	US 1	
		Mile Marker:	4.5
Location:	Stock Island	ITE	
		Land Use	
		Category:	Various (see Trip Generation section)
Type of Development:	Marina, Mixed-use	Daily Trip Generation	
		Rate / Formula:	Various (see Trip Generation section)
Project Size:	Varies (see Trip Generation section)		
Average Trip Length:	6.5 Miles		

Total Daily Trips	Percent Pass-By Trips	Percent Primary Trips	US 1 Segment Number	Percent Directional Split	% Impact Based On Trip Length	Project Generated Daily Trips	Reserve Capacity
389	0%	100%	1	80% / 20%	100%	311	1,494
			2	20%	30%	23	4,004
			3	20%	20%	16	426
			4	20%	10%	8	1,249
			5	20%	0%	0	885

CONCLUSIONS

Based upon the results of the analyses performed for the Watermark Marina of Key West project, the proposed development will not have an adverse effect on the operating characteristics of US 1, nor will it inhibit the safe flow of traffic traveling through Stock Island. US 1 has adequate capacity to accommodate the traffic impacts generated by the project.

APPENDIX A
SITE PLAN
PARKING ANALYSIS

CITY OF KEY WEST ACROSS FROM CANAL



COW

KEY

CHANNEL

FAMILY HOME
- IS

EXPLANATIONS

1. All storage shed consists of two (2) structures:
 (a) A shed to 240 feet in length, 15 feet in depth and 34.5 feet in height. Structure A shall be covered on sides and the roof thereby providing screening from US 1. The screening on the sides and roof shall match that of the existing shed form.
 (b) B shed to 240 feet in length, 15 feet in depth and 34.5 feet in height. Structure B shall be uncovered (roof).
 (c) Bay spacing shall be 30'-0" O.C. allowing 3 feet within maximum between columns. Vertical members spaced at 11'-0", 22'-0" and 34'-0" to top of shed approximately, measured from the adjacent surface.
 (d) No structural steel (2) built up members allowing a load of 40 kips per structure (20 x 2 = 40) or 80 kips. The built up members (rod 5/8" dia or better) which extend perpendicular to the shed members so that the bracing is approximately 12' outside the face of shed. The ground floor will be for vehicle parking below the first level of shed.
 2. / HOUSING BUILDING
 This is a two-story stick framed construction over 1-story of parking. The two-story building is supported by a pier and beam system elevated for an 8-foot minimum clearance under structure. The interior of the shed will include spaced structural, building ways, and connections using 8-inch wide board, typical steel plate anchorage. The proposed commercial floor space will be less than 7200 square feet. A concrete slab serves each level and provides the means of egress to the first floor located on the northern side of the pier. An elevator / lift will serve each level and provide full accessibility to visitors, staff and residents. The shed will be commercial use and the first level will contain seven affordable housing units ranging from 800 (estimated) to less than 1,200 SF (approximate) each. The building will be fully air conditioned. The second level will be used to or less than 25-feet as dictated by the Monroe County Code.

Proposed Parking Analysis

TABLE 1

Usage	Square Footage	Spaces/Units	Required Number of Spaces	Multiplier	Total Spaces	Percentage of Capacity for DRI Review
Restaurant - Existing	3895		14.0/1000	0.014	54.53	
Outdoor Seating - Existing, Not Currently Accounted For	1240		7.0/1000	0.007	8.68	
Retail, Bath house - Existing	849		3.5/1000	0.0035	2.97	
Dry Boat Storage - Existing		63	1.0/4	0.25	15.75	0.21
Wet Slip Storage - Existing		24	1.0/1	1	24.00	0.16
Subtotal Existing					105.93	0.37
Retail - New	6933		3.5/1000	0.0035	24.27	
Office - New (Old Dive Shop)	947		3.0/1000	0.003	2.84	
Dry Boat Storage - New		96	1.0/4	0.25	24.00	0.32
Wet Boat Storage - New		10	1.0/1	1	10.00	0.07
Charter Boat Storage, Less Than 6 Passengers - New		8	2.0/1	2	16.00	0.05
Multi-Family Dwelling Units		7	1.5/1	1.5	10.50	
Subtotal New					87.61	0.44
Total Parking Required					193.54	0.81

APPENDIX B
CONDITION DIAGRAM

Scale: 1" = 80 Feet

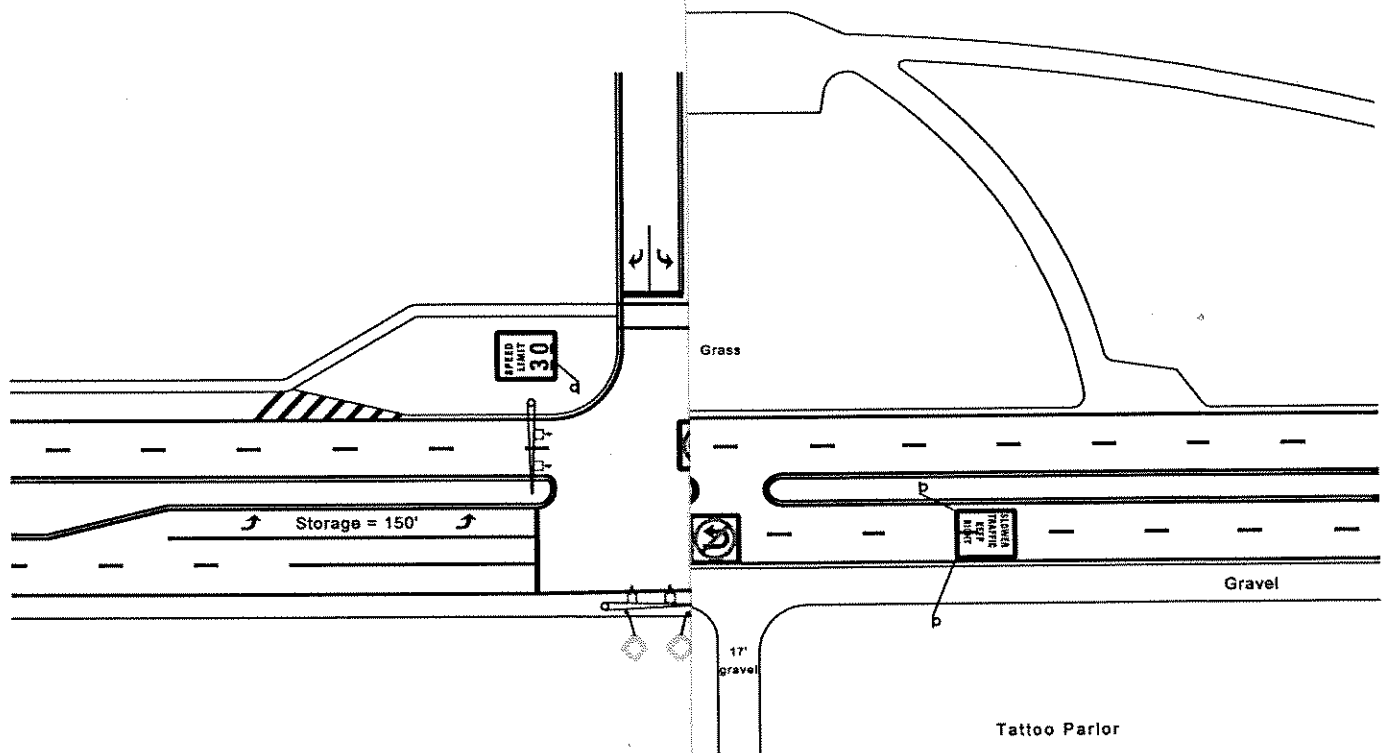


FIGURE B-1
Watermark Marina of Key West
Stock Island, Florida
Condition Diagram

APPENDIX C

FDOT HISTORICAL TRAFFIC DATA

STATION #900165 – SR-5/US-1 200' EAST OF COW KEY BRIDGE

2004 Annual Average Daily Traffic Report

County : 90 -- MONROE

SITE	Type	Description	Direction 1		Direction 2		AADT		"K30"		"D30"		"T"	
								Two-Way	Factor		Factor		Factor	
0165	T	SR-5/US-1,200' E COW KEY BRDG#00000170, MONROE CO.	19,091	N	18,835	S	37926	C	9.43	A	58.53	A	7.30	D
0201	P	SR 5/US-1, 200' E COWKEY CHANNEL BRDG @ R-165	21,000	N	20,500	S	41500	C	10.04	F	56.02	F	3.12	A

Site type: T = Telemetered; P = Portable
 AADT Flags: C = Computed; E = Manual Estimate; F = First Year Est; S = Second Year Est; T = Third Year Est; X = Unknown
 "K/D" Flags: A = Actual; F = Volume Fctr Catg; D = Dist/Functional Class; P = Prior Year; S = State-wide Default; W = One-Way Road
 "T" Flags: A = Actual; F = Axle Fctr Catg; D = Dist/Functional Class; P = Prior Year; S = State-wide Default; X = Cross-Reference

Print Date: April 03, 2006
 Florida Department of Transportation
 Transportation Statistics Office
 2003 Annual Average Daily Traffic Report

County : 90 -- MONROE

<u>SITE</u>	<u>Site type</u>	<u>Description</u>	<u>Direction 1</u>	<u>Direction 2</u>	<u>AADT</u>	<u>Two-Way</u>	<u>"K30"</u>	<u>"D30"</u>	<u>"T"</u>
0165	T	SR-5/US-1,200' E COW KEY BRDG#00000170,MONROE CO.	19,079 N	18,324 S	37403 C	37403 C	9.56 A	56.71 A	6.63 S
0201	P	SR 5/US-1,200' E COWKEY CHANNEL BRIDG @ R-165	21,500 N	22,500 S	44000 C	44000 C	8.94 D	57.59 D	5.56 P

Site type: T = Telemetered; P = Portable
 AADT Flags: C = Computed; E = Manual Estimate; F = First Year Est; S = Second Year Est; T = Third Year Est; X = Unknown
 "K/D" Flags: A = Actual; F = Volume Fctr Catg; D = Dist/Functional Class; S = State-wide Default; W = One-Way Road
 "T" Flags: A = Actual; F = Axle Fctr Catg; D = Dist/Functional Class; S = State-wide Default; X = Cross-Reference

Florida Department of Transportation
Transportation Statistics Office
Historical AADT Report

County: 90 - MONROE

Site 0165

SR-5/US-1,200' E COW KEY BRDG#00000170, MONROE CO.

<u>Year</u>	<u>AADT</u>	<u>Direction 1</u>	<u>Direction 2</u>
2002	C 37,478	N 18,912	S 18,566
2001	C 37,401	N 18,863	S 18,538
2000	C 35,472	N 18,190	S 17,282
1999	C 29,838	N 16,018	S 13,820
1998	C 28,452	N 15,434	S 13,018
1997	C 29,201	N 15,727	S 13,474
1996	C 29,256	N 15,523	S 13,733
1995	C 31,696	N 15,758	S 15,938
1994	C 30,963	N 15,289	S 15,674
1993	C 30,986	N 15,320	S 15,666
1992	C 34,391	N 16,431	S 17,960
1991	C 34,243	N 17,074	S 17,169
1990	C 34,846	N 17,387	S 17,459
1989	C 34,032	N 16,987	S 17,045
1988	33,442	N 16,293	S 17,149
1987	31,075	N 15,482	S 15,593
1986	29,594	N 14,750	S 14,844
1985	0	N 0	S 0

AADT Flags: C = Computed; E = Manual Estimate; F = First Year Est;
S = Second Year Est; T = Third Year Est; X = Unknown

APPENDIX D
TRAFFIC COUNTS

CROSSROADS ENGINEERING DATA, INC

13284 SW 120TH STREET

MIAMI, FLORIDA 33186

PH: 305-233-3997 FAX: 305-233-7720

CLIENT: CARTER BURGESS

JOB NO.: 2006-010

PROJECT: HURRICANE HOLE MARINA

COUNTY: MONROE

File Name : ROOS@US1

Site Code : 00000000

Start Date : 04/05/2006

Page No : 1

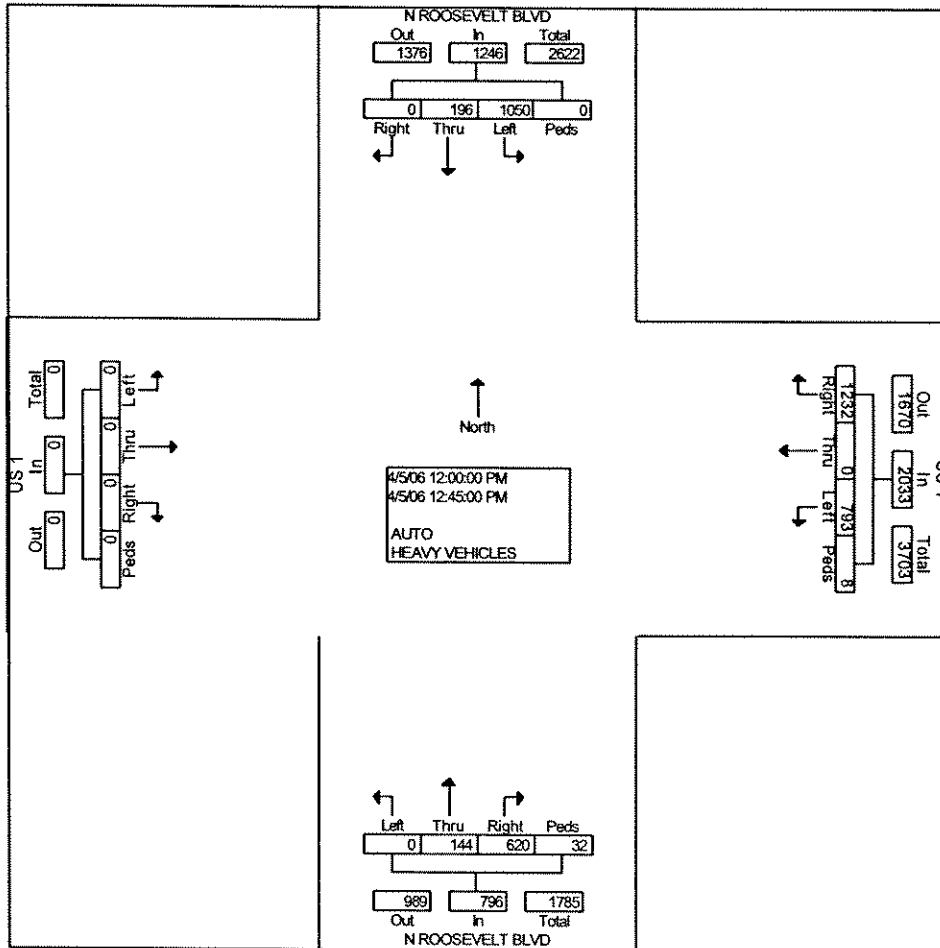
Groups Printed- AUTO - HEAVY VEHICLES

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Start Time	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds	
Factor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
11:00 AM	0	28	198	0	217	5	180	3	146	39	0	3	0	0	0	0	819
11:15 AM	0	47	246	1	230	0	225	3	114	32	0	4	0	0	0	0	902
11:30 AM	0	33	243	0	294	0	196	1	137	55	0	5	0	0	0	0	964
11:45 AM	0	52	253	0	284	0	187	6	149	38	0	7	0	0	0	0	976
Total	0	160	940	1	1025	5	788	13	546	164	0	19	0	0	0	0	3661
12:00 PM	0	49	245	0	294	0	219	3	150	24	0	17	0	0	0	0	1001
12:15 PM	0	50	289	0	319	0	158	3	153	45	0	6	0	0	0	0	1023
12:30 PM	0	54	249	0	294	0	205	0	131	32	0	2	0	0	0	0	967
12:45 PM	0	43	267	0	325	0	211	2	186	43	0	7	0	0	0	0	1084
Total	0	196	1050	0	1232	0	793	8	620	144	0	32	0	0	0	0	4075
*** BREAK ***																	
04:00 PM	0	41	319	0	320	0	231	0	259	40	0	2	0	0	0	0	1212
04:15 PM	0	50	262	0	337	0	255	3	275	55	0	7	0	0	0	0	1244
04:30 PM	0	46	331	0	305	0	279	4	273	38	0	5	0	0	0	0	1281
04:45 PM	0	55	357	0	362	0	234	2	318	45	0	9	0	0	0	0	1382
Total	0	192	1269	0	1324	0	999	9	1125	178	0	23	0	0	0	0	5119
05:00 PM	0	46	324	0	248	0	282	2	296	41	0	1	0	0	0	0	1240
05:15 PM	0	54	292	0	279	0	284	1	348	34	0	0	0	0	0	0	1292
05:30 PM	0	50	341	0	229	0	205	1	281	33	0	2	0	0	0	0	1142
05:45 PM	0	41	332	0	220	0	173	1	248	44	0	1	0	0	0	0	1060
Total	0	191	1289	0	976	0	944	5	1173	152	0	4	0	0	0	0	4734
Grand Total	0	739	4548	1	4557	5	3524	35	3464	638	0	78	0	0	0	0	17589
Approch %	0.0	14.0	86.0	0.0	56.1	0.1	43.4	0.4	82.9	15.3	0.0	1.9	0.0	0.0	0.0	0.0	
Total %	0.0	4.2	25.9	0.0	25.9	0.0	20.0	0.2	19.7	3.6	0.0	0.4	0.0	0.0	0.0	0.0	

CROSSROADS ENGINEERING DATA, INC
13284 SW 120TH STREET
MIAMI, FLORIDA 33186
PH: 305-233-3997 FAX: 305-233-7720

File Name : ROOS@US1
Site Code : 00000000
Start Date : 04/05/2006
Page No : 2

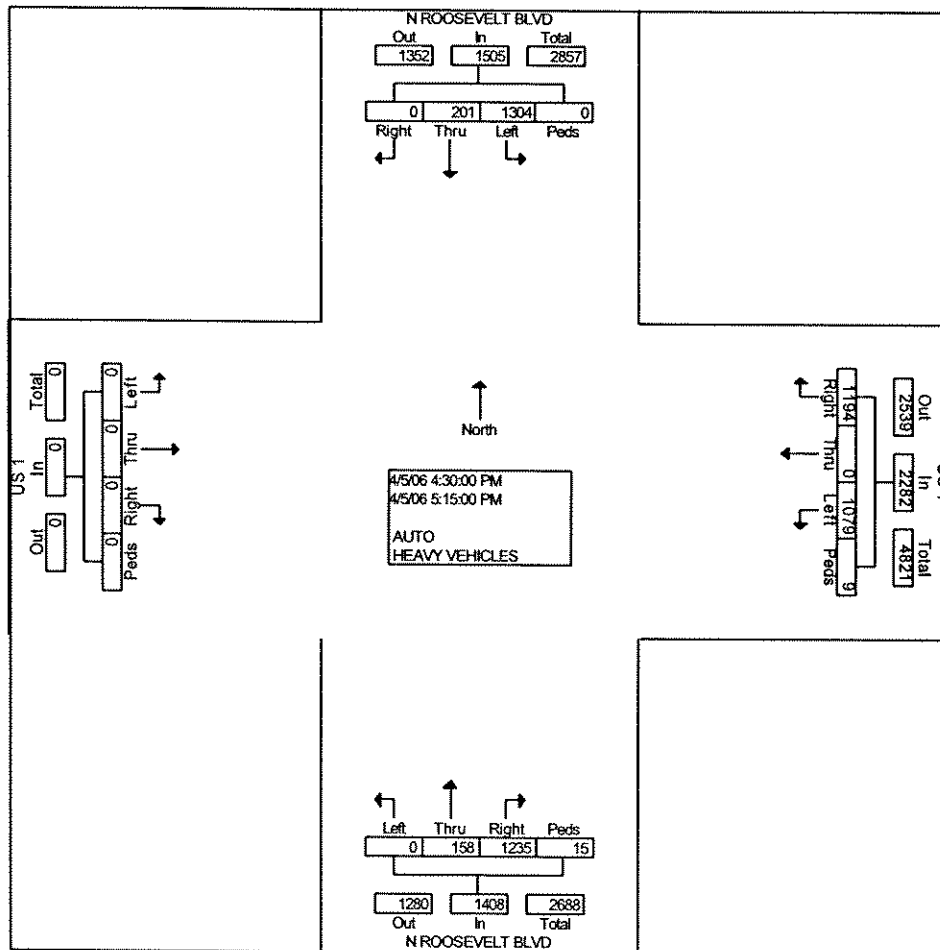
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Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
Peak Hour From 11:00 AM to 12:45 PM - Peak 1 of 1																					
Intersection	12:00 PM																				
Volume	0	196	105	0	1246	123	0	793	8	2033	620	144	0	32	796	0	0	0	0	0	4075
Percent	0.0	15.7	84.3	0.0		60.6	0.0	39.0	0.4		77.9	18.1	0.0	4.0		0.0	0.0	0.0	0.0		
12:45																					
Volume	0	43	267	0	310	325	0	211	2	538	186	43	0	7	236	0	0	0	0	0	1084
Peak Factor																					0.940
High Int.	12:15 PM					12:45 PM					12:45 PM					10:45:00 AM					
Volume	0	50	289	0	339	325	0	211	2	538	186	43	0	7	236						
Peak Factor	0.919					0.945					0.843										



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File Name : ROOS@US1
Site Code : 00000000
Start Date : 04/05/2006
Page No : 3

	N ROOSEVELT BLVD From North					US 1 From East					N ROOSEVELT BLVD From South					US 1 From West					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Intersection	04:30 PM																				
Volume	0	201	130	0	1505	119	0	107	9	2282	123	158	0	15	1408	0	0	0	0	0	5195
Percent	0.0	13.4	86.6	0.0		52.3	0.0	47.3	0.4		87.7	11.2	0.0	1.1		0.0	0.0	0.0	0.0		
04:45																					
Volume	0	55	357	0	412	362	0	234	2	598	318	45	0	9	372	0	0	0	0	0	1382
Peak Factor																					0.940
High Int.	04:45 PM					04:45 PM					05:15 PM										
Volume	0	55	357	0	412	362	0	234	2	598	348	34	0	0	382						
Peak Factor																					
	0.913					0.954					0.921										



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CLIENT: CARTER BURGESS
JOB NO.: 2006-010
PROJECT: HURRICANE HOLE MARINA
COUNTY: MONROE

File Name : COLL@US1
Site Code : 00000000
Start Date : 04/05/2006
Page No : 1

Groups Printed- AUTO - HEAVY VEHICLES

Start Time	COLLEGE RD From North				US1 From East				COLLEGE RD From South				US1 From West				Int. Total
	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds	
Factor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
11:00 AM	37	0	14	1	5	350	0	0	0	0	0	0	0	300	50	0	757
11:15 AM	45	0	18	0	8	404	0	1	0	0	0	0	0	340	35	0	851
11:30 AM	74	0	29	0	7	426	0	0	0	0	0	0	0	312	39	0	887
11:45 AM	58	0	36	0	5	404	0	0	0	0	0	0	0	322	45	0	870
Total	214	0	97	1	25	1584	0	1	0	0	0	0	0	1274	169	0	3365
12:00 PM	71	0	32	0	6	409	0	0	0	0	0	0	0	367	26	0	911
12:15 PM	81	0	34	0	13	455	0	0	0	0	0	0	0	344	55	0	982
12:30 PM	51	0	20	0	9	437	0	0	0	0	0	0	0	352	53	0	922
12:45 PM	55	0	23	0	14	489	0	0	0	0	0	0	0	339	83	0	1003
Total	258	0	109	0	42	1790	0	0	0	0	0	0	0	1402	217	0	3818

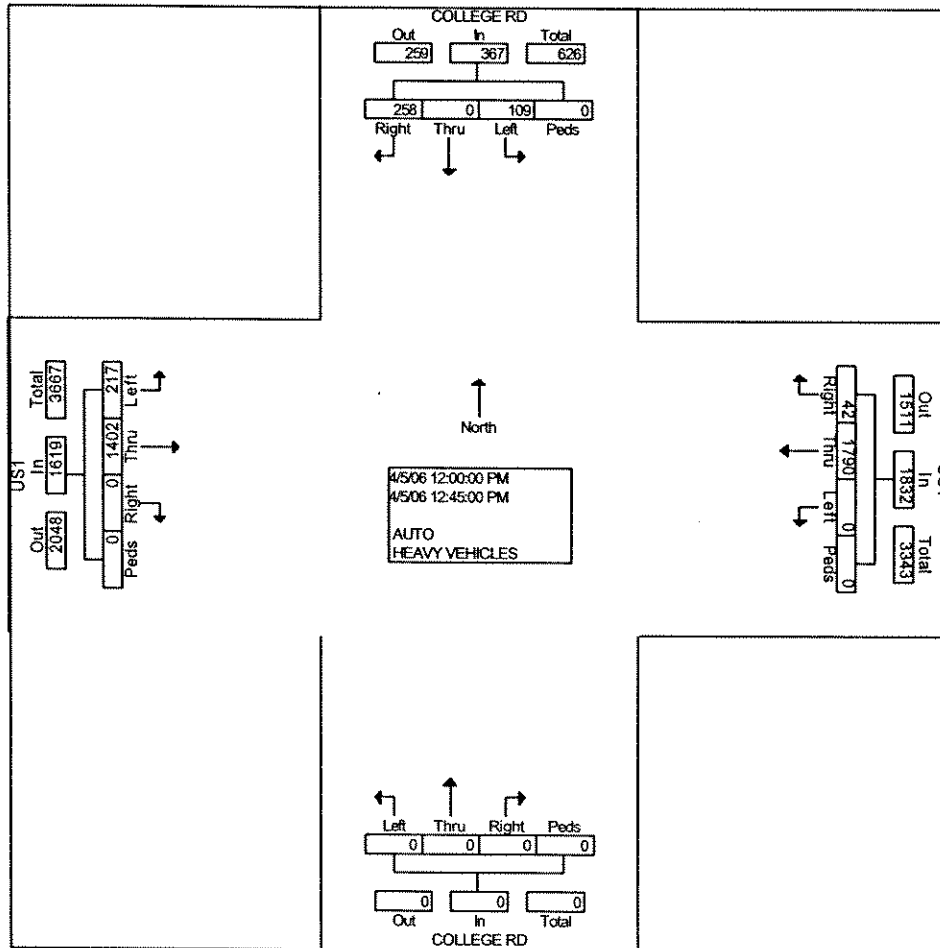
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04:15 PM	55	0	25	0	9	482	0	0	0	0	0	0	0	435	42	0	1048
04:30 PM	114	0	50	0	7	534	0	0	0	0	0	0	1	580	59	0	1345
04:45 PM	76	0	39	0	7	550	0	0	0	0	0	0	0	576	69	0	1317
Total	313	0	138	0	28	1977	0	0	0	0	0	0	2	2145	213	0	4816
05:00 PM	93	0	40	0	12	413	0	0	0	0	0	0	0	521	60	0	1139
05:15 PM	40	0	27	0	16	475	0	0	0	0	0	0	0	566	92	0	1216
05:30 PM	56	0	17	0	4	362	0	0	0	0	0	0	2	580	69	0	1090
05:45 PM	22	0	10	0	6	389	0	0	0	0	0	0	0	514	49	0	990
Total	211	0	94	0	38	1639	0	0	0	0	0	0	2	2181	270	0	4435
Grand Total	996	0	438	1	133	6990	0	1	0	0	0	0	4	7002	869	0	16434
Approch %	69.4	0.0	30.5	0.1	1.9	98.1	0.0	0.0	0.0	0.0	0.0	0.0	0.1	88.9	11.0	0.0	
Total %	6.1	0.0	2.7	0.0	0.8	42.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	42.6	5.3	0.0	

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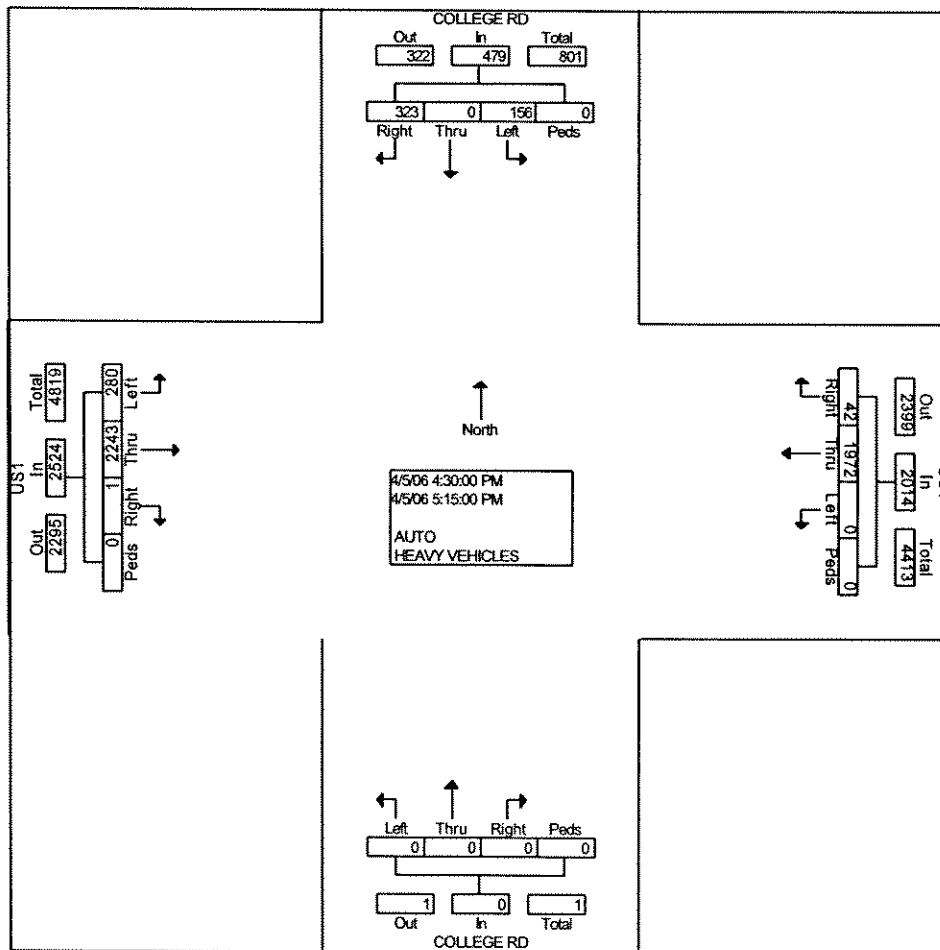
	COLLEGE RD From North					US1 From East					COLLEGE RD From South					US1 From West					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
Peak Hour From 11:00 AM to 12:45 PM - Peak 1 of 1																					
Intersection	12:00 PM																				
Volume	258	0	109	0	367	42	179	0	0	1832	0	0	0	0	0	0	140	217	0	1619	3818
Percent	70.3	0.0	29.7	0.0		2.3	97.7	0.0	0.0		0.0	0.0	0.0	0.0		0.0	86.6	13.4	0.0		
12:45																					
Volume	55	0	23	0	78	14	489	0	0	503	0	0	0	0	0	0	339	83	0	422	1003
Peak Factor																					0.952
High Int.	12:15 PM					12:45 PM					10:45:00 AM					12:45 PM					
Volume	81	0	34	0	115	14	489	0	0	503	0	0	0	0	0	0	339	83	0	422	
Peak Factor	0.798					0.911										0.959					



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MIAMI, FLORIDA 33186
PH: 305-233-3997 FAX: 305-233-7720

File Name : COLL@US1
Site Code : 00000000
Start Date : 04/05/2006
Page No : 3

	COLLEGE RD From North					US1 From East					COLLEGE RD From South					US1 From West					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Intersection	04:30 PM																				
Volume	323	0	156	0	479	42	197	0	0	2014	0	0	0	0	0	1	224	280	0	2524	5017
Percent	67.4	0.0	32.6	0.0		2.1	97.9	0.0	0.0		0.0	0.0	0.0	0.0		0.0	88.9	11.1	0.0		
04:30																					
Volume	114	0	50	0	164	7	534	0	0	541	0	0	0	0	0	1	580	59	0	640	1345
Peak Factor																					0.933
High Int.	04:30 PM					04:45 PM										05:15 PM					
Volume	114	0	50	0	164	7	550	0	0	557	0	0	0	0	0	0	566	92	0	658	
Peak Factor	0.730					0.904										0.959					



CROSSROADS ENGINEERING DATA, INC

13284 SW 120TH STREET

MIAMI, FLORIDA 33186

PH: 305-233-3997 FAX: 305-233-7720

CLIENT: CARTER BURGESS

JOB NO.: 2006-010

PROJECT: HURRICANE HOLE MARINA

COUNTY: MONROE

File Name : MARDWW

Site Code : 00000000

Start Date : 04/05/2006

Page No : 1

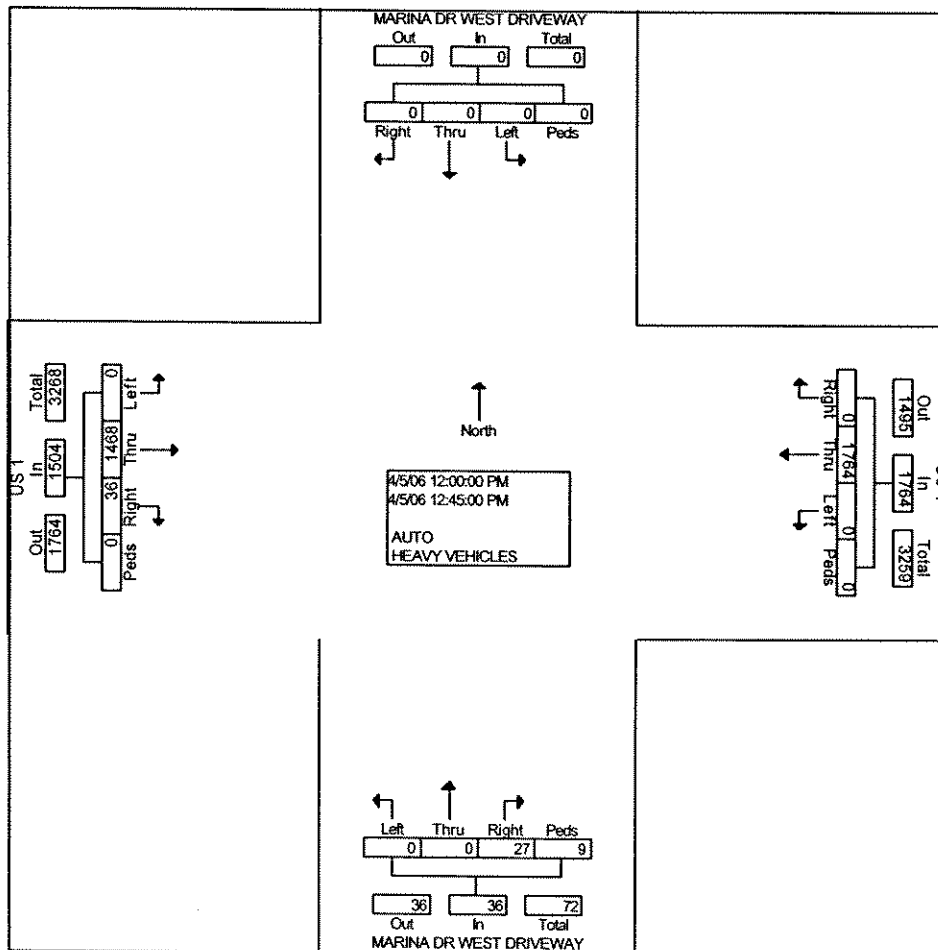
Groups Printed- AUTO - HEAVY VEHICLES

Start Time	MARINA DR WEST DRIVEWAY From North				US 1 From East				MARINA DR WEST DRIVEWAY From South				US 1 From West				Int. Total
	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds	
Factor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
11:00 AM	0	0	0	0	0	398	0	0	4	0	0	2	3	332	0	0	739
11:15 AM	0	0	0	0	0	421	0	0	1	0	0	1	4	325	0	0	752
11:30 AM	0	0	0	0	0	436	0	0	4	0	0	1	12	362	0	0	815
11:45 AM	0	0	0	0	0	369	0	0	5	0	0	6	11	314	0	0	705
Total	0	0	0	0	0	1624	0	0	14	0	0	10	30	1333	0	0	3011
12:00 PM	0	0	0	0	0	421	0	0	6	0	0	1	14	367	0	0	809
12:15 PM	0	0	0	0	0	469	0	0	9	0	0	3	9	358	0	0	848
12:30 PM	0	0	0	0	0	451	0	0	3	0	0	3	4	369	0	0	830
12:45 PM	0	0	0	0	0	423	0	0	9	0	0	2	9	374	0	0	817
Total	0	0	0	0	0	1764	0	0	27	0	0	9	36	1468	0	0	3304
*** BREAK ***																	
04:00 PM	0	0	0	0	0	469	0	0	4	0	0	6	5	551	0	0	1035
04:15 PM	0	0	0	0	0	512	0	0	6	0	0	1	6	569	0	0	1094
04:30 PM	0	0	0	0	0	498	0	0	2	0	0	2	6	512	0	0	1020
04:45 PM	0	0	0	0	0	521	0	0	5	0	0	7	3	538	0	0	1074
Total	0	0	0	0	0	2000	0	0	17	0	0	16	20	2170	0	0	4223
05:00 PM	0	0	0	0	0	498	0	0	5	0	0	1	8	572	0	0	1084
05:15 PM	0	0	0	0	0	442	0	0	4	0	0	1	14	554	0	0	1015
05:30 PM	0	0	0	0	0	398	0	0	5	0	0	4	11	531	0	0	949
05:45 PM	0	0	0	0	0	361	0	0	12	0	0	3	9	538	0	0	923
Total	0	0	0	0	0	1699	0	0	26	0	0	9	42	2195	0	0	3971
Grand Total	0	0	0	0	0	7087	0	0	84	0	0	44	128	7166	0	0	14509
Apprch %	0.0	0.0	0.0	0.0	0.0	100.0	0.0	0.0	65.6	0.0	0.0	34.4	1.8	98.2	0.0	0.0	
Total %	0.0	0.0	0.0	0.0	0.0	48.8	0.0	0.0	0.6	0.0	0.0	0.3	0.9	49.4	0.0	0.0	

CROSSROADS ENGINEERING DATA, INC
 13284 SW 120TH STREET
 MIAMI, FLORIDA 33186
 PH: 305-233-3997 FAX: 305-233-7720

File Name : MARDWW
 Site Code : 00000000
 Start Date : 04/05/2006
 Page No : 2

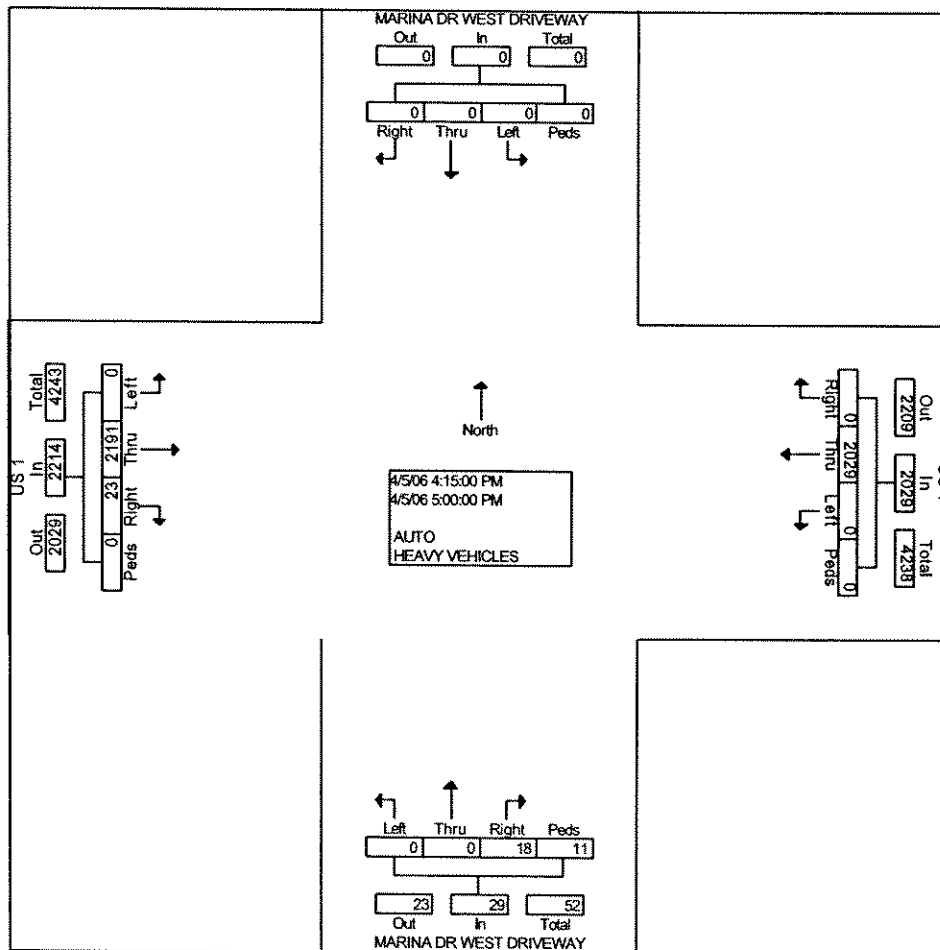
	MARINA DR WEST DRIVEWAY From North					US 1 From East					MARINA DR WEST DRIVEWAY From South					US 1 From West						
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total	
Peak Hour From 11:00 AM to 12:45 PM - Peak 1 of 1																						
Intersection	12:00 PM																					
Volume	0	0	0	0	0	0	176	4	0	0	1764	27	0	0	9	36	36	146	8	0	0	3304
Percent	0.0	0.0	0.0	0.0		0.0	100.0		0.0	0.0		75.0	0.0	0.0	25.0		2.4	97.6	0.0	0.0		
12:15																						
Volume	0	0	0	0	0	0	469	0	0	469	9	0	0	3	12	9	358	0	0	367	848	
Peak Factor																					0.974	
High Int.	10:45:00 AM					12:15 PM					12:15 PM					12:45 PM						
Volume	0	0	0	0	0	0	469	0	0	469	9	0	0	3	12	9	374	0	0	383		
Peak Factor											0.940					0.750					0.982	



CROSSROADS ENGINEERING DATA, INC
13284 SW 120TH STREET
MIAMI, FLORIDA 33186
PH: 305-233-3997 FAX: 305-233-7720

File Name : MARDWW
Site Code : 00000000
Start Date : 04/05/2006
Page No : 3

	MARINA DR WEST DRIVEWAY From North					US 1 From East					MARINA DR WEST DRIVEWAY From South					US 1 From West					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Intersection 04:15 PM																					
Volume	0	0	0	0	0	0	2029	0	0	2029	18	0	0	11	29	23	2191	0	0	2214	4272
Percent	0.0	0.0	0.0	0.0		0.0	100.0	0.0	0.0		62.1	0.0	0.0	37.9		1.0	99.0	0.0	0.0		
04:15 Volume	0	0	0	0	0	0	512	0	0	512	6	0	0	1	7	6	569	0	0	575	1094
Peak Factor																					0.976
High Int. Volume	0	0	0	0	0	04:45 PM					04:45 PM					05:00 PM					
Peak Factor						0	521	0	0	521	5	0	0	7	12	8	572	0	0	580	
										0.974					0.604					0.954	



CROSSROADS ENGINEERING DATA, INC

13284 SW 120TH STREET

MIAMI, FLORIDA 33186

PH: 305-233-3997 FAX: 305-233-7720

CLIENT: CARTER BURGESS

JOB NO.: 2006-010

PROJECT: HURRICANE HOLE MARINA

COUNTY: MONROE

File Name : MARDWE

Site Code : 00000000

Start Date : 04/05/2006

Page No : 1

Groups Printed- AUTO - HEAVY VEHICLES

Start Time	MARINA DR EAST DRIVEWAY From North				US 1 From East				MARINA DR EAST DRIVEWAY From South				US 1 From West				Int. Total
	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds	
Factor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
11:00 AM	0	0	0	0	0	398	1	0	0	0	0	0	3	322	0	0	724
11:15 AM	0	0	0	0	0	406	3	0	1	0	2	1	0	329	0	0	742
11:30 AM	0	0	0	0	0	421	0	0	0	0	0	2	2	359	0	0	784
11:45 AM	0	0	0	0	0	378	2	0	2	0	4	6	1	357	0	0	750
Total	0	0	0	0	0	1603	6	0	3	0	6	9	6	1367	0	0	3000
12:00 PM	0	0	0	0	0	429	1	0	2	0	1	1	4	369	0	0	807
12:15 PM	0	0	0	0	0	468	0	0	0	0	1	2	1	374	0	0	846
12:30 PM	0	0	0	0	0	436	2	0	0	0	2	3	0	369	0	0	812
12:45 PM	0	0	0	0	0	427	1	0	3	0	0	3	1	362	0	0	797
Total	0	0	0	0	0	1760	4	0	5	0	4	9	6	1474	0	0	3262

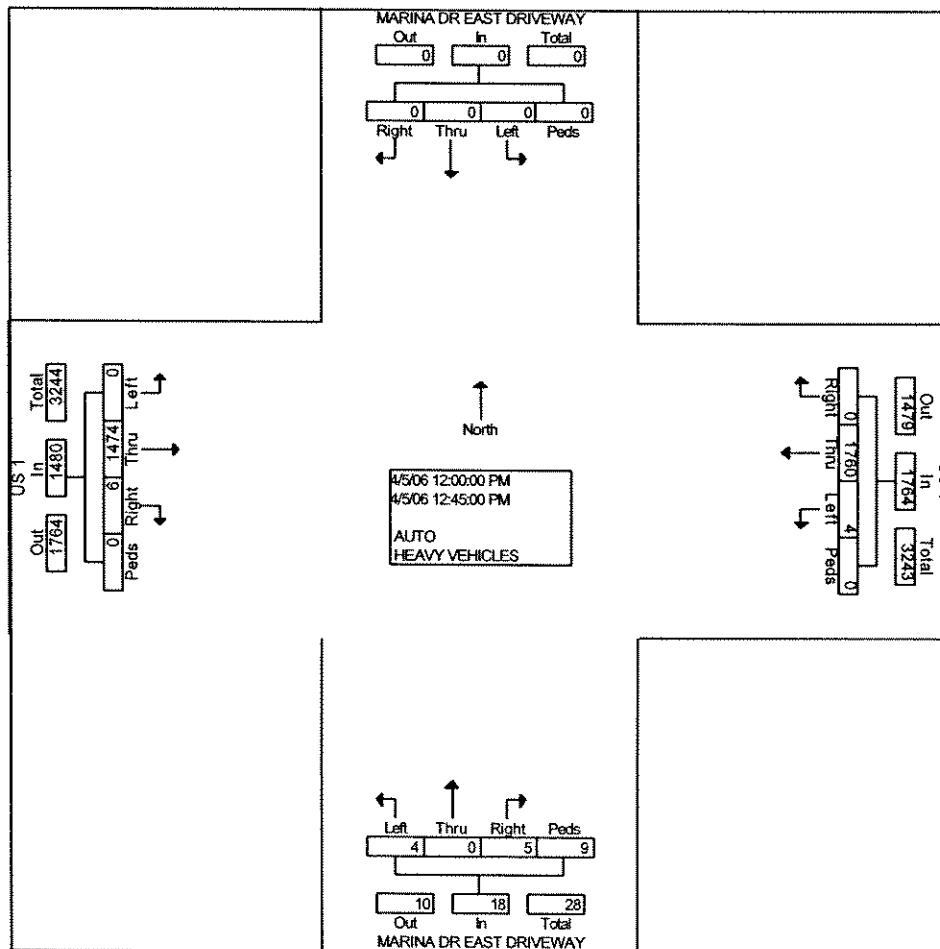
*** BREAK ***

04:00 PM	0	0	0	0	0	498	4	0	0	0	1	6	2	498	0	0	1009
04:15 PM	0	0	0	0	0	463	3	0	0	0	1	1	1	569	0	0	1038
04:30 PM	0	0	0	0	0	554	1	0	2	0	4	2	0	551	0	0	1114
04:45 PM	0	0	0	0	0	521	2	0	3	0	1	6	2	523	0	0	1058
Total	0	0	0	0	0	2036	10	0	5	0	7	15	5	2141	0	0	4219
05:00 PM	0	0	0	0	0	450	3	0	1	0	2	1	1	551	0	0	1009
05:15 PM	0	0	0	0	0	421	0	0	1	0	3	1	0	569	0	0	995
05:30 PM	0	0	0	0	0	398	3	0	2	0	2	4	0	547	0	0	956
05:45 PM	0	0	0	0	0	365	2	0	2	0	1	3	1	520	0	0	894
Total	0	0	0	0	0	1634	8	0	6	0	8	9	2	2187	0	0	3854
Grand Total	0	0	0	0	0	7033	28	0	19	0	25	42	19	7169	0	0	14335
Apprch %	0.0	0.0	0.0	0.0	0.0	99.6	0.4	0.0	22.1	0.0	29.1	48.8	0.3	99.7	0.0	0.0	
Total %	0.0	0.0	0.0	0.0	0.0	49.1	0.2	0.0	0.1	0.0	0.2	0.3	0.1	50.0	0.0	0.0	

CROSSROADS ENGINEERING DATA, INC
 13284 SW 120TH STREET
 MIAMI, FLORIDA 33186
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File Name : MARDWE
 Site Code : 00000000
 Start Date : 04/05/2006
 Page No : 2

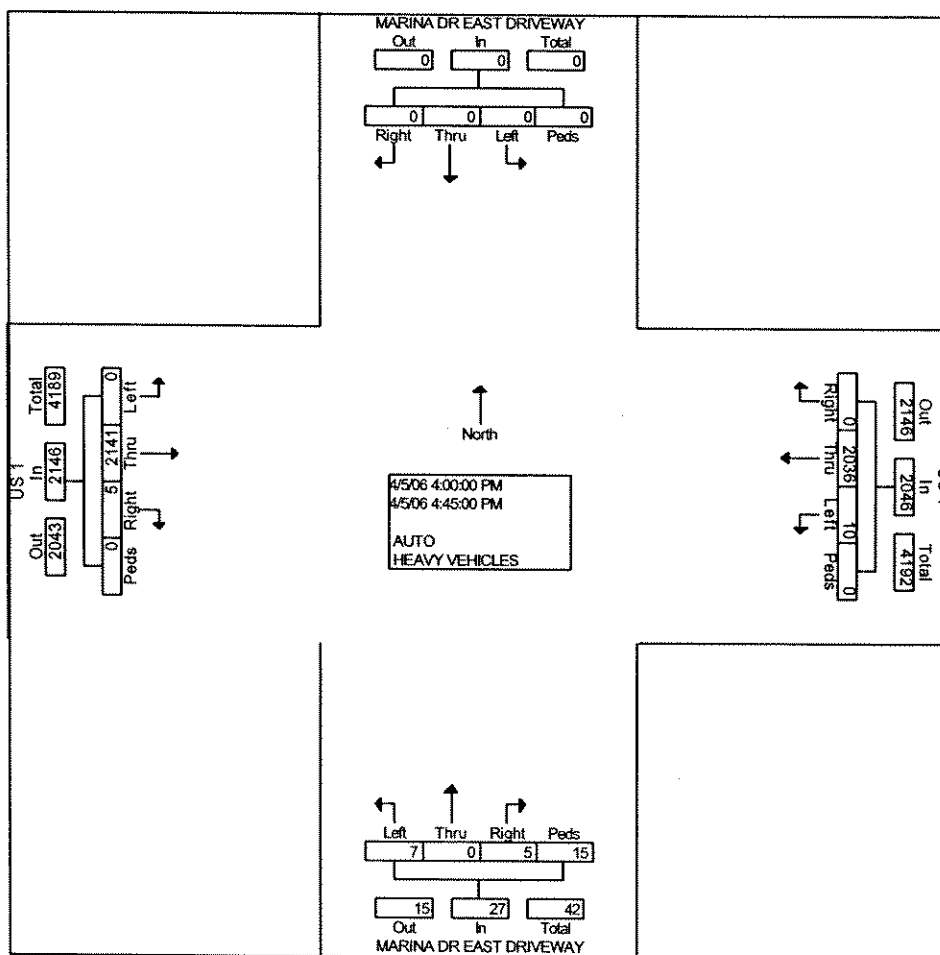
	MARINA DR EAST DRIVEWAY From North					US 1 From East					MARINA DR EAST DRIVEWAY From South					US 1 From West					
Start Time	Righ t	Thru	Left	Ped s	App. Total	Righ t	Thru	Left	Ped s	App. Total	Righ t	Thru	Left	Ped s	App. Total	Righ t	Thru	Left	Ped s	App. Total	Int. Total
Peak Hour From 11:00 AM to 12:45 PM - Peak 1 of 1																					
Intersection	12:00 PM																				
Volume	0	0	0	0	0	0	176 0	4	0	1764	5	0	4	9	18	6	147 4	0	0	1480	3262
Percent	0.0	0.0	0.0	0.0		0.0	99.8	0.2	0.0		27.8	0.0	22.2	50.0		0.4	99.6	0.0	0.0		
12:15 Volume	0	0	0	0	0	0	468	0	0	468	0	0	1	2	3	1	374	0	0	375	846
Peak Factor																					0.964
High Int.	10:45:00 AM					12:15 PM					12:45 PM					12:15 PM					
Volume	0	0	0	0	0	0	468	0	0	468	3	0	0	3	6	1	374	0	0	375	
Peak Factor											0.942					0.750					0.987



CROSSROADS ENGINEERING DATA, INC
13284 SW 120TH STREET
MIAMI, FLORIDA 33186
PH: 305-233-3997 FAX: 305-233-7720

File Name : MARDWE
Site Code : 00000000
Start Date : 04/05/2006
Page No : 3

	MARINA DR EAST DRIVEWAY From North					US 1 From East					MARINA DR EAST DRIVEWAY From South					US 1 From West					
Start Time	Righ t	Thru	Left	Ped s	App. Total	Righ t	Thru	Left	Ped s	App. Total	Righ t	Thru	Left	Ped s	App. Total	Righ t	Thru	Left	Ped s	App. Total	Int. Total
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Intersection 04:00 PM																					
Volume	0	0	0	0	0	0	203 6	10	0	2046	5	0	7	15	27	5	214 1	0	0	2146	4219
Percent	0.0	0.0	0.0	0.0		0.0	99.5	0.5	0.0		18.5	0.0	25.9	55.6		0.2	99.8	0.0	0.0		
04:30	0	0	0	0	0	0	554	1	0	555	2	0	4	2	8	0	551	0	0	551	1114
Volume																					
Peak																					0.947
Factor																					
High Int.						04:30 PM					04:45 PM					04:15 PM					
Volume	0	0	0	0	0	0	554	1	0	555	3	0	1	6	10	1	569	0	0	570	
Peak																					
Factor										0.922					0.675					0.941	



CROSSROADS ENGINEERING DATA, INC
13284 SW 120TH STREET
MIAMI, FLORIDA 33186
PH: 305-233-3997 FAX: 305-233-7720

CLIENT: CARTER BURGESS
JOB NO.: 2006-010
PROJECT: HURRICANE HOLE MARINA
COUNTY: MONROE

File Name : CROSS@US1
Site Code : 00000000
Start Date : 04/05/2006
Page No : 1

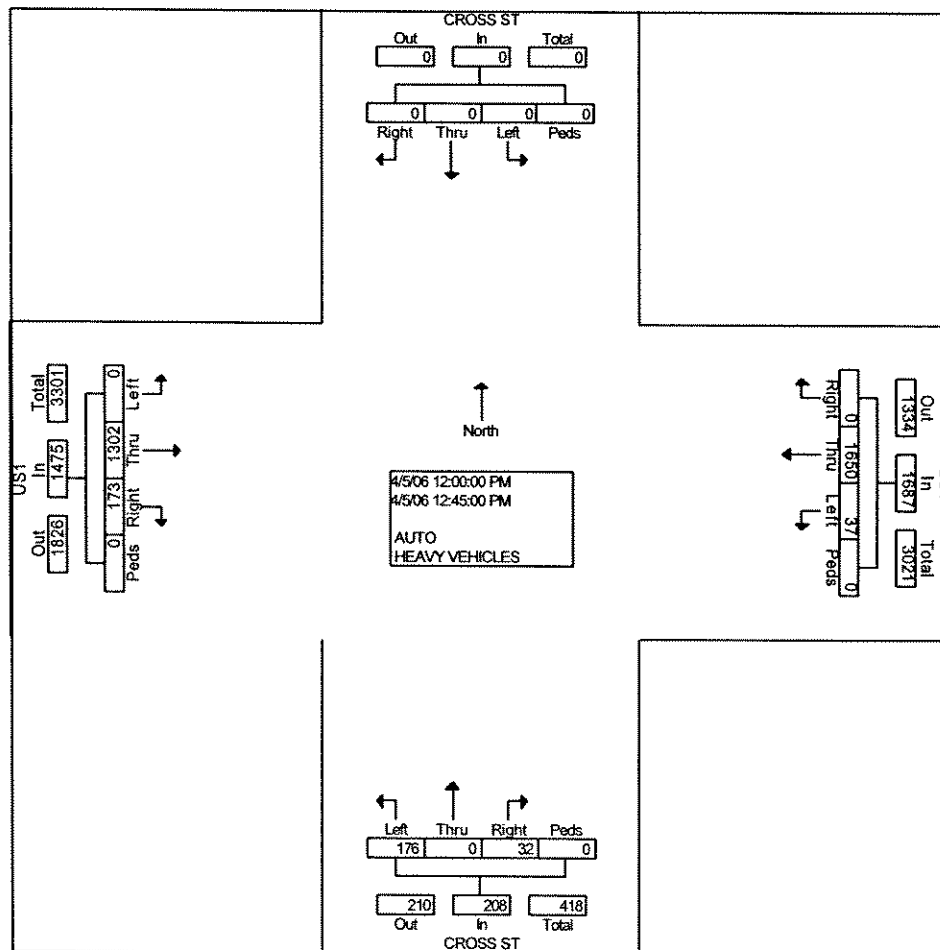
Groups Printed- AUTO - HEAVY VEHICLES

Start Time	CROSS ST From North				US1 From East				CROSS ST From South				US1 From West				Int. Total
	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds	
Factor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
11:00 AM	0	0	0	0	0	330	10	0	6	0	38	0	38	300	0	0	722
11:15 AM	0	0	0	0	0	384	9	1	8	0	45	0	36	340	0	0	823
11:30 AM	0	0	0	0	0	406	9	0	4	0	41	0	34	312	0	0	806
11:45 AM	0	0	0	0	0	384	5	0	9	0	47	0	42	270	0	0	757
Total	0	0	0	0	0	1504	33	1	27	0	171	0	150	1222	0	0	3108
12:00 PM	0	0	0	0	0	374	7	0	5	0	51	0	47	317	0	0	801
12:15 PM	0	0	0	0	0	420	12	0	12	0	39	0	45	394	0	0	922
12:30 PM	0	0	0	0	0	402	7	0	8	0	42	0	41	302	0	0	802
12:45 PM	0	0	0	0	0	454	11	0	7	0	44	0	40	289	0	0	845
Total	0	0	0	0	0	1650	37	0	32	0	176	0	173	1302	0	0	3370
*** BREAK ***																	
04:00 PM	0	0	0	0	0	376	8	0	12	0	42	0	69	489	0	0	996
04:15 PM	0	0	0	0	0	447	12	0	10	0	48	0	68	400	0	0	985
04:30 PM	0	0	0	0	0	499	14	0	15	0	54	0	65	505	0	0	1152
04:45 PM	0	0	0	0	0	515	9	0	16	0	41	0	62	501	0	0	1144
Total	0	0	0	0	0	1837	43	0	53	0	185	0	264	1895	0	0	4277
05:00 PM	0	0	0	0	0	413	5	0	17	0	32	0	58	456	0	0	981
05:15 PM	0	0	0	0	0	475	7	0	12	0	39	0	54	501	0	0	1088
05:30 PM	0	0	0	0	0	362	12	0	9	0	34	0	59	560	0	0	1036
05:45 PM	0	0	0	0	0	389	4	0	11	0	41	0	41	449	0	0	935
Total	0	0	0	0	0	1639	28	0	49	0	146	0	212	1966	0	0	4040
Grand Total	0	0	0	0	0	6630	141	1	161	0	678	0	799	6385	0	0	14795
Apprch %	0.0	0.0	0.0	0.0	0.0	97.9	2.1	0.0	19.2	0.0	80.8	0.0	11.1	88.9	0.0	0.0	
Total %	0.0	0.0	0.0	0.0	0.0	44.8	1.0	0.0	1.1	0.0	4.6	0.0	5.4	43.2	0.0	0.0	

CROSSROADS ENGINEERING DATA, INC
13284 SW 120TH STREET
MIAMI, FLORIDA 33186
PH: 305-233-3997 FAX: 305-233-7720

File Name : CROSS@US1
Site Code : 00000000
Start Date : 04/05/2006
Page No : 2

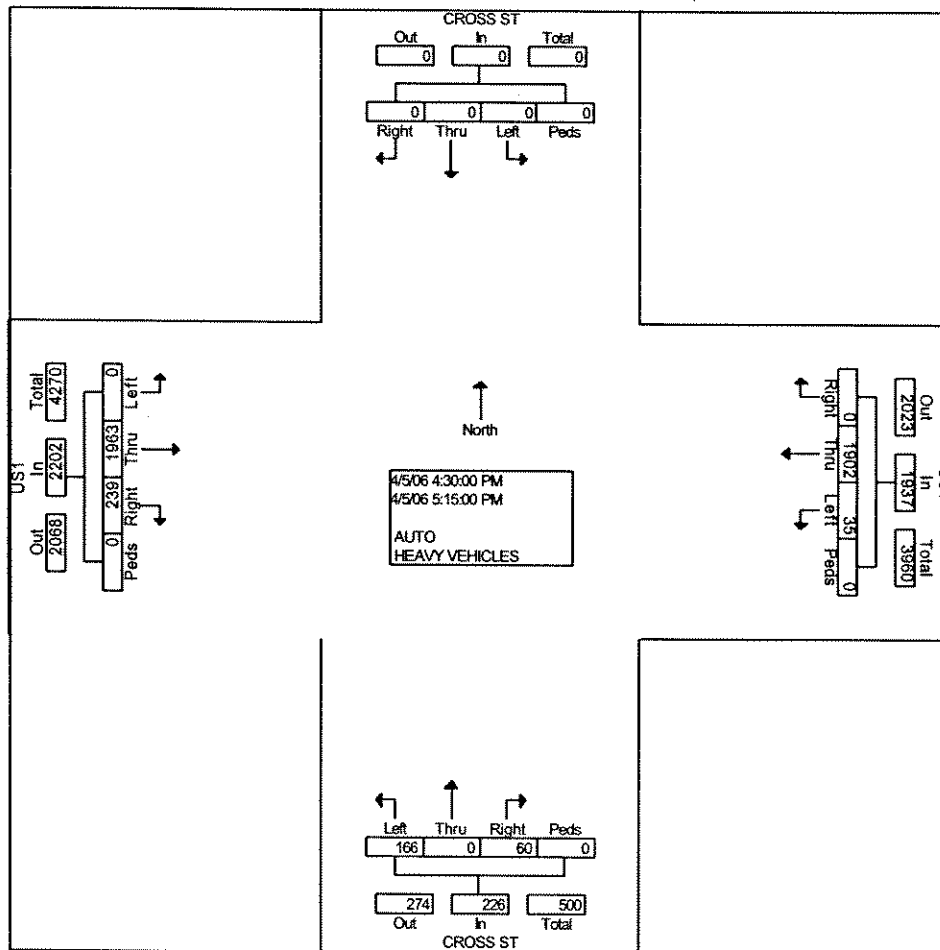
	CROSS ST From North					US1 From East					CROSS ST From South					US1 From West					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
Peak Hour From 11:00 AM to 12:45 PM - Peak 1 of 1																					
Intersection	12:00 PM																				
Volume	0	0	0	0	0	0	165	37	0	1687	32	0	176	0	208	173	130	0	0	1475	3370
Percent	0.0	0.0	0.0	0.0		0.0	97.8	2.2	0.0		15.4	0.0	84.6	0.0		11.7	88.3	0.0	0.0		
12:15																					
Volume	0	0	0	0	0	0	420	12	0	432	12	0	39	0	51	45	394	0	0	439	922
Peak Factor																					0.914
High Int.	10:45:00 AM					12:45 PM					12:00 PM					12:15 PM					
Volume	0	0	0	0	0	0	454	11	0	465	5	0	51	0	56	45	394	0	0	439	
Peak Factor											0.907					0.929					0.840



CROSSROADS ENGINEERING DATA, INC
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File Name : CROSS@US1
Site Code : 00000000
Start Date : 04/05/2006
Page No : 3

	CROSS ST From North					US1 From East					CROSS ST From South					US1 From West					
Start Time	Righ t	Thru	Left	Ped s	App. Total	Righ t	Thru	Left	Ped s	App. Total	Righ t	Thru	Left	Ped s	App. Total	Righ t	Thru	Left	Ped s	App. Total	Int. Total
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Intersection	04:30 PM																				
Volume	0	0	0	0	0	0	190 2	35	0	1937	60	0	166	0	226	239	196 3	0	0	2202	4365
Percent	0.0	0.0	0.0	0.0		0.0	98.2	1.8	0.0		26.5	0.0	73.5	0.0		10.9	89.1	0.0	0.0		
04:30	0	0	0	0	0	0	499	14	0	513	15	0	54	0	69	65	505	0	0	570	1152
Volume																					
Peak																					0.947
Factor																					
High Int.						04:45 PM					04:30 PM					04:30 PM					
Volume	0	0	0	0	0	0	515	9	0	524	15	0	54	0	69	65	505	0	0	570	
Peak																					
Factor										0.924					0.819					0.966	



CROSSROADS ENGINEERING DATA, INC
 13284 SW 120TH STREET
 MIAMI, FLORIDA 33186
 PH: 305-233-3997 FAX: 305-233-7720

CLIENT: CARTER BURGESS
 JOB NO.: 2006-010
 PROJECT: HURRICANE HOLE MARINA
 COUNTY: MONROE

File Name : MAC@US1
 Site Code : 00000000
 Start Date : 04/05/2006
 Page No : 1

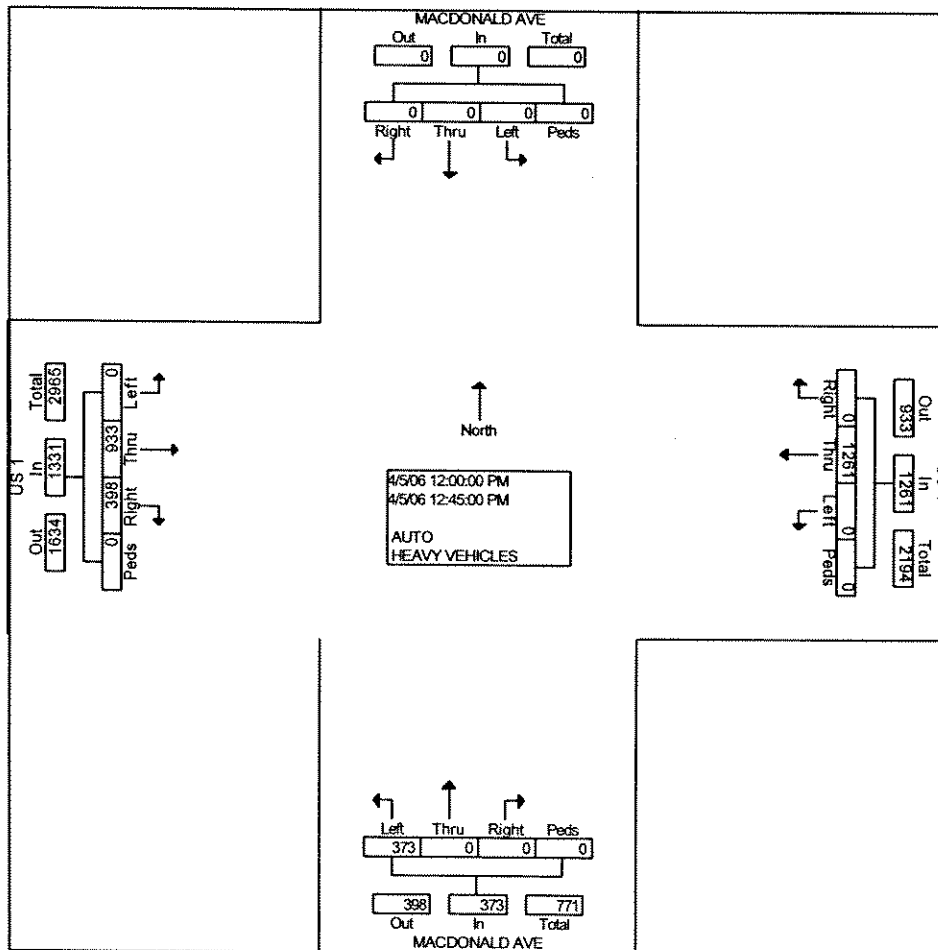
Groups Printed- AUTO - HEAVY VEHICLES

	MACDONALD AVE From North				US 1 From East				MACDONALD AVE From South				US 1 From West				Int. Total
Start Time	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds	
Factor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
11:00 AM	0	0	0	0	0	270	0	0	0	0	76	0	83	226	0	0	655
11:15 AM	0	0	0	0	0	326	0	0	0	0	83	0	92	244	0	0	745
11:30 AM	0	0	0	0	0	346	0	0	0	0	77	0	114	200	0	0	737
11:45 AM	0	0	0	0	0	320	0	0	0	0	79	0	90	196	0	0	685
Total	0	0	0	0	0	1262	0	0	0	0	315	0	379	866	0	0	2822
12:00 PM	0	0	0	0	0	279	0	0	0	0	93	0	95	225	0	0	692
12:15 PM	0	0	0	0	0	316	0	0	0	0	72	0	106	269	0	0	763
12:30 PM	0	0	0	0	0	325	0	0	0	0	107	0	99	241	0	0	772
12:45 PM	0	0	0	0	0	341	0	0	0	0	101	0	98	198	0	0	738
Total	0	0	0	0	0	1261	0	0	0	0	373	0	398	933	0	0	2965
*** BREAK ***																	
04:00 PM	0	0	0	0	0	314	0	0	0	0	94	0	94	362	0	0	864
04:15 PM	0	0	0	0	0	374	0	0	0	0	104	0	118	326	0	0	922
04:30 PM	0	0	0	0	0	377	0	0	0	0	88	0	118	372	0	0	955
04:45 PM	0	0	0	0	0	368	0	0	0	0	104	0	123	398	0	0	993
Total	0	0	0	0	0	1433	0	0	0	0	390	0	453	1458	0	0	3734
05:00 PM	0	0	0	0	0	377	0	0	0	0	128	0	113	359	0	0	977
05:15 PM	0	0	0	0	0	339	0	0	0	0	115	0	113	376	0	0	943
05:30 PM	0	0	0	0	0	287	0	0	0	0	83	0	90	437	0	0	897
05:45 PM	0	0	0	0	0	259	0	0	0	0	78	0	95	318	0	0	750
Total	0	0	0	0	0	1262	0	0	0	0	404	0	411	1490	0	0	3567
Grand Total	0	0	0	0	0	5218	0	0	0	0	1482	0	1641	4747	0	0	13088
Approch %	0.0	0.0	0.0	0.0	0.0	100.0	0.0	0.0	0.0	0.0	100.0	0.0	25.7	74.3	0.0	0.0	
Total %	0.0	0.0	0.0	0.0	0.0	39.9	0.0	0.0	0.0	0.0	11.3	0.0	12.5	36.3	0.0	0.0	

CROSSROADS ENGINEERING DATA, INC
13284 SW 120TH STREET
MIAMI, FLORIDA 33186
PH: 305-233-3997 FAX: 305-233-7720

File Name : MAC@US1
Site Code : 00000000
Start Date : 04/05/2006
Page No : 2

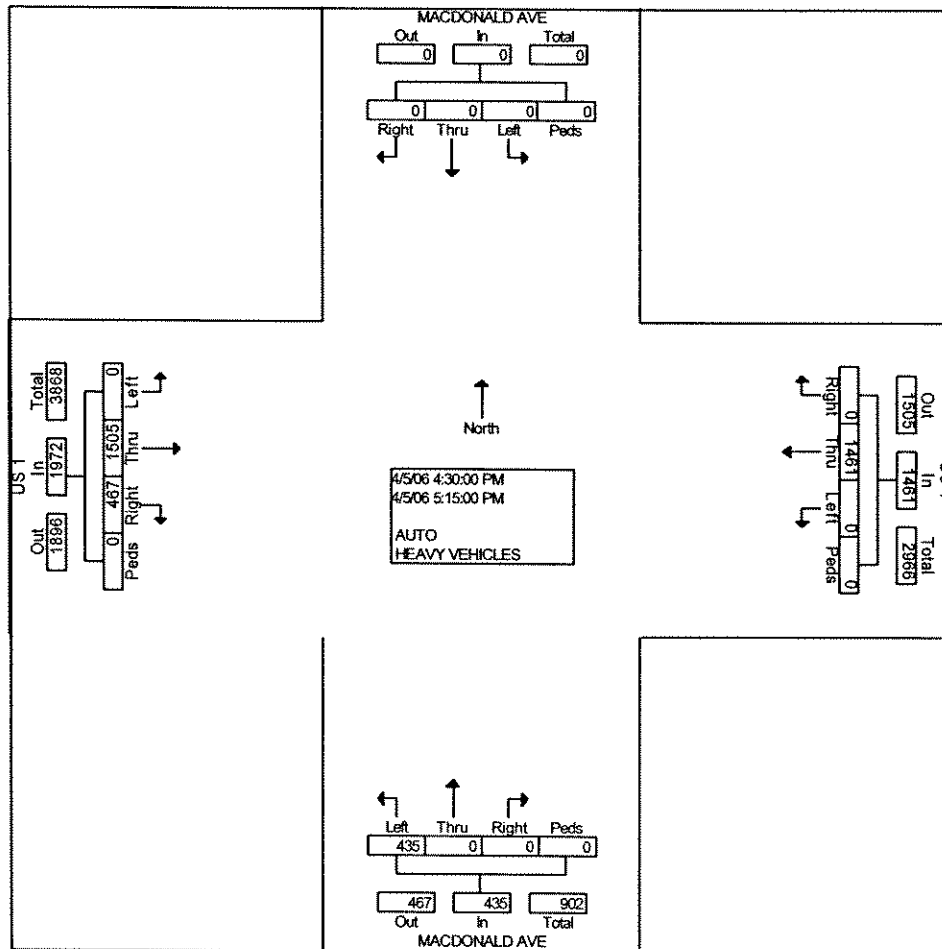
	MACDONALD AVE From North					US 1 From East					MACDONALD AVE From South					US 1 From West					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
Peak Hour From 11:00 AM to 12:45 PM - Peak 1 of 1																					
Intersection	12:00 PM																				
Volume	0	0	0	0	0	0	126	0	0	126	0	0	373	0	373	398	933	0	0	1331	2965
Percent	0.0	0.0	0.0	0.0		0.0	100.0	0.0	0.0		0.0	0.0	100.0	0.0		29.9	70.1	0.0	0.0		
12:30																					
Volume	0	0	0	0	0	0	325	0	0	325	0	0	107	0	107	99	241	0	0	340	772
Peak Factor																					0.960
High Int.	10:45:00 AM					12:45 PM					12:30 PM					12:15 PM					
Volume	0	0	0	0	0	0	341	0	0	341	0	0	107	0	107	106	269	0	0	375	
Peak Factor						0.924					0.871					0.887					



CROSSROADS ENGINEERING DATA, INC
 13284 SW 120TH STREET
 MIAMI, FLORIDA 33186
 PH: 305-233-3997 FAX: 305-233-7720

File Name : MAC@US1
 Site Code : 00000000
 Start Date : 04/05/2006
 Page No : 3

	MACDONALD AVE From North					US 1 From East					MACDONALD AVE From South					US 1 From West						
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total	
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1																						
Intersection 04:30 PM																						
Volume	0	0	0	0	0	0	146	1	0	0	1461	0	0	435	0	435	467	150	5	0	0	3868
Percent	0.0	0.0	0.0	0.0		0.0	100.	0	0.0	0.0		0.0	0.0	100.	0	0.0	23.7	76.3	0.0	0.0		
04:45																						
Volume	0	0	0	0	0	0	368	0	0	0	368	0	0	104	0	104	123	398	0	0	521	993
Peak Factor																					0.974	
High Int.						04:30 PM					05:00 PM					04:45 PM						
Volume	0	0	0	0	0	0	377	0	0	0	377	0	0	128	0	128	123	398	0	0	521	
Peak Factor											0.969					0.850					0.946	



APPENDIX E

ITE TRIP GENERATION REPORT EXCERPTS (7TH EDITION):

LAND USE #420 – MARINA

LAND USE #110 – GENERAL LIGHT INDUSTRIAL

LAND USE #814 – SPECIALTY RETAIL CENTER

LAND USE #710 – GENERAL OFFICE BUILDING

LAND USE #931 – QUALITY RESTAURANT

LAND USE #230 – RESIDENTIAL CONDOMINIUM/TOWNHOUSE

Land Use: 420 Marina

Independent Variables with One Observation

The following trip generation data are for independent variables with only one observation. This information is shown in this table only; there are no related plots for these data.

Users are cautioned to use data with care because of the small sample size.

<u>Independent Variable</u>	<u>Trip Generation Rate</u>	<u>Size of Independent Variable</u>	<u>Number of Studies</u>	<u>Directional Distribution</u>
Berths				
Sunday Peak Hour of Generator	0.31	300	1	68% entering, 32% exiting

Marina (420)

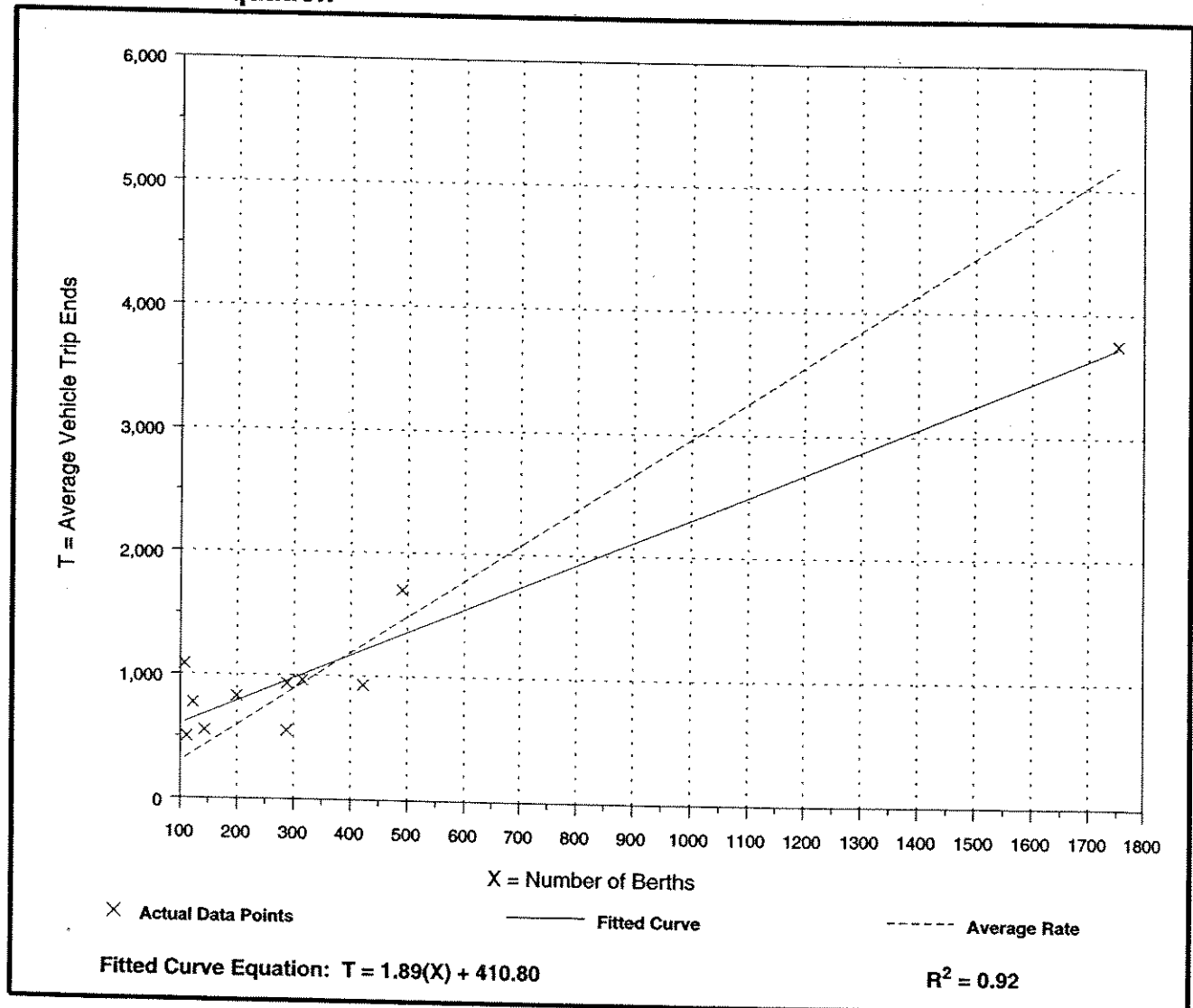
Average Vehicle Trip Ends vs: Berths
On a: Weekday

Number of Studies: 11
Average Number of Berths: 386
Directional Distribution: 50% entering, 50% exiting

Trip Generation per Berth

Average Rate	Range of Rates	Standard Deviation
2.96	1.91 - 10.04	2.26

Data Plot and Equation



Marina (420)

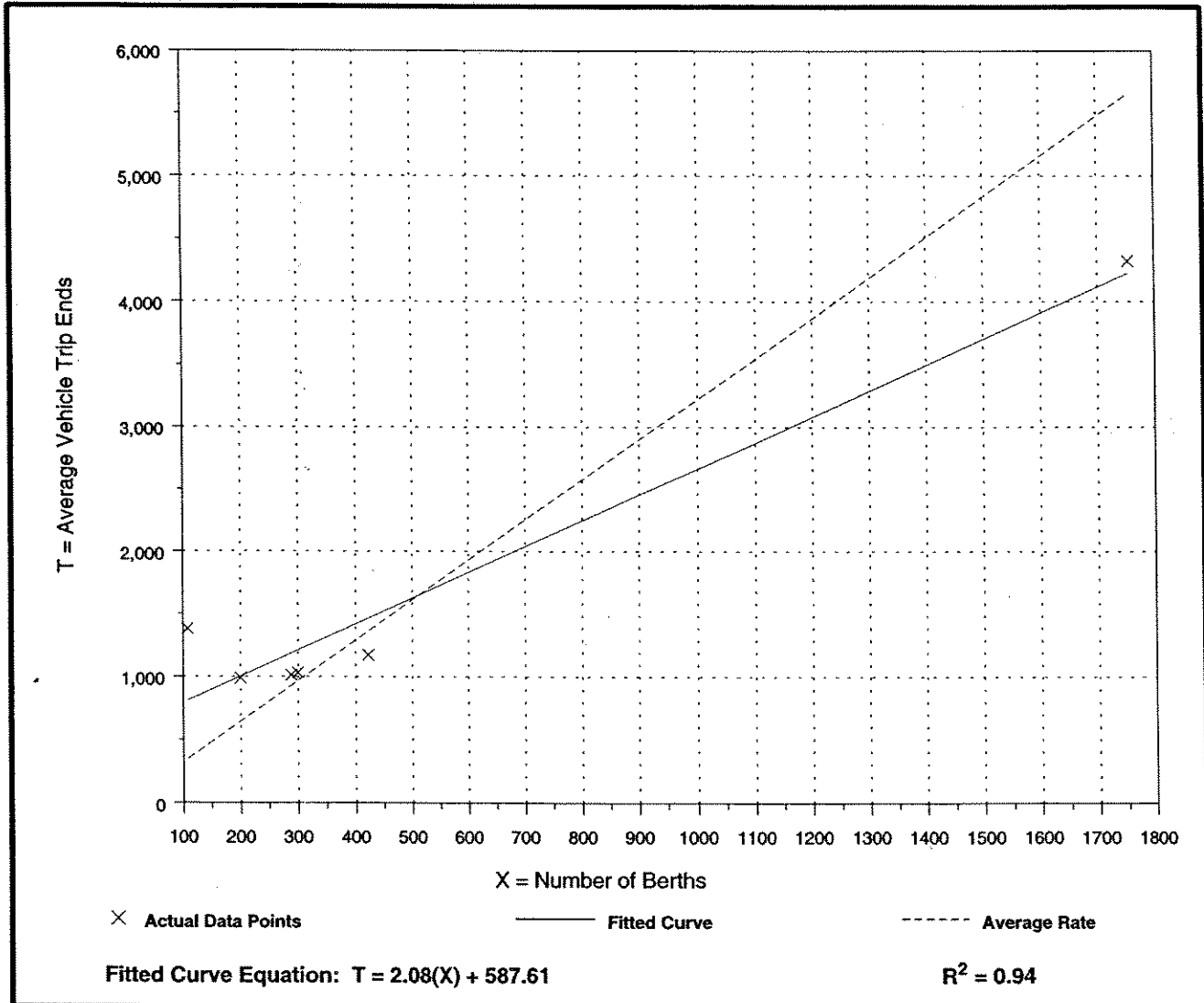
Average Vehicle Trip Ends vs: Berths
On a: Saturday

Number of Studies: 6
Average Number of Berths: 512
Directional Distribution: 50% entering, 50% exiting

Trip Generation per Berth

Average Rate	Range of Rates	Standard Deviation
3.22	2.47 - 12.78	2.64

Data Plot and Equation



Marina (420)

Average Vehicle Trip Ends vs: Berths
On a: Sunday

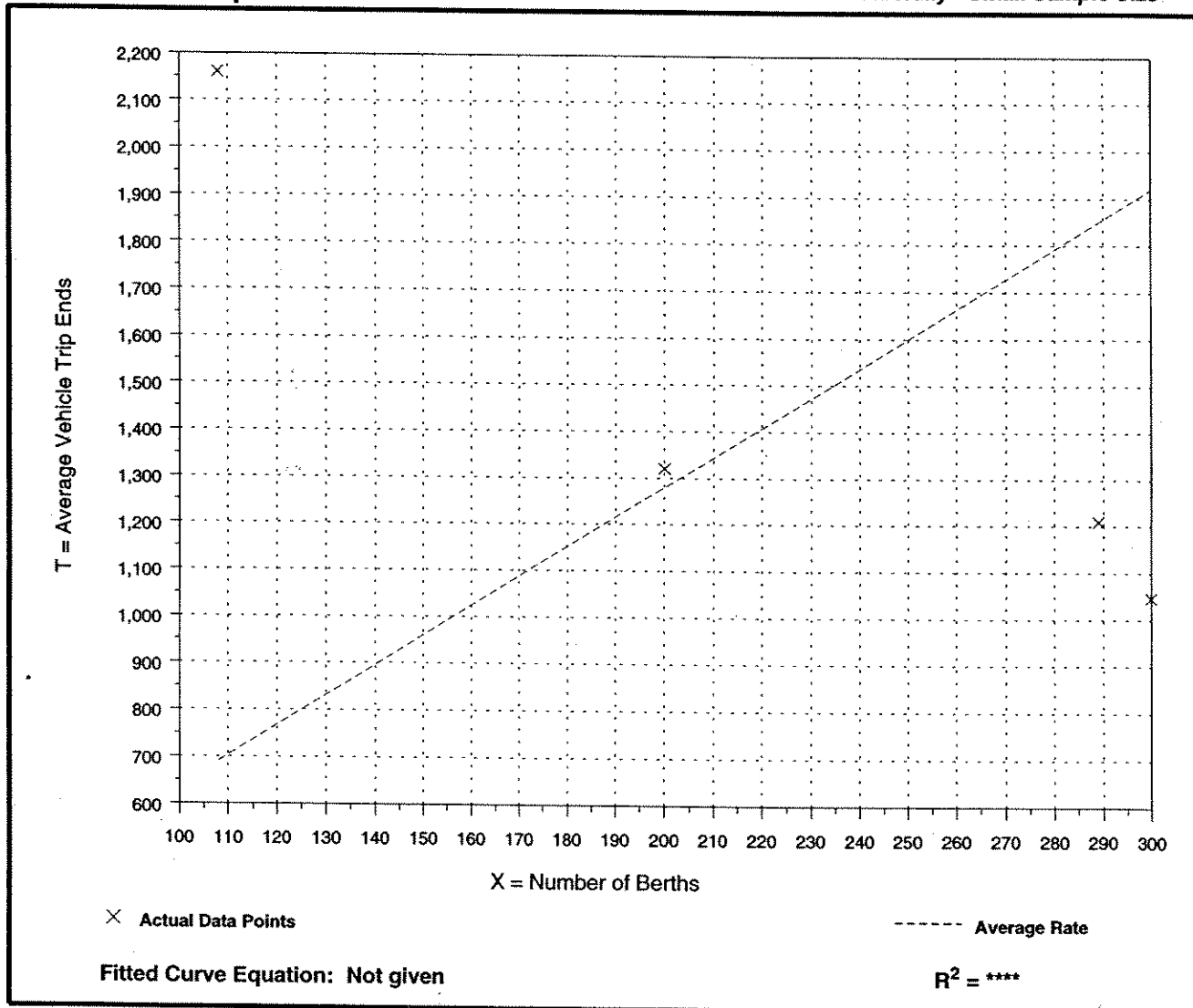
Number of Studies: 4
Average Number of Berths: 224
Directional Distribution: 50% entering, 50% exiting

Trip Generation per Berth

Average Rate	Range of Rates	Standard Deviation
6.40	3.49 - 20.00	5.75

Data Plot and Equation

Caution - Use Carefully - Small Sample Size



Marina (420)

Average Vehicle Trip Ends vs: Berths
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

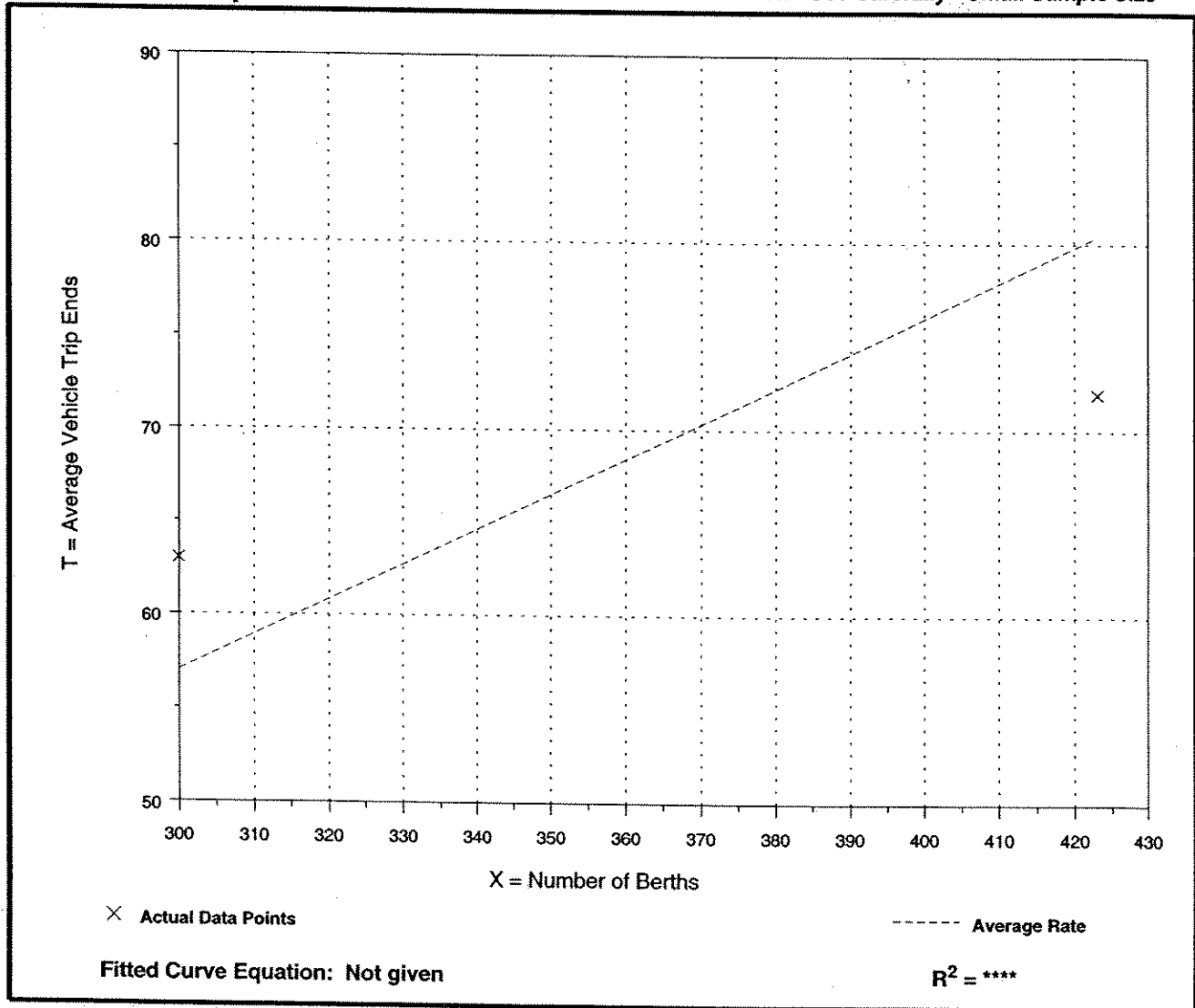
Number of Studies: 2
Average Number of Berths: 362
Directional Distribution: 60% entering, 40% exiting

Trip Generation per Berth

Average Rate	Range of Rates	Standard Deviation
0.19	0.17 - 0.21	*

Data Plot and Equation

Caution - Use Carefully - Small Sample Size



Land Use: 110

General Light Industrial

Description

Light industrial facilities usually employ fewer than 500 persons, they have an emphasis on activities other than manufacturing and typically have minimal office space. Typical light industrial activities include printing, material testing and assembly of data processing equipment. These are free-standing facilities devoted to a single use. General heavy industrial (Land Use 120), industrial park (Land Use 130) and manufacturing (Land Use 140) are related uses.

Additional Data

No vehicle occupancy data were available specifically for general light industrial, but the average was approximately 1.3 persons per automobile for all industrial uses.

The peak hour of the generator typically coincided with the peak hour of the adjacent street traffic.

Facilities with employees on shift work may peak at other hours.

The sites were surveyed in the early 1970s and the mid- to late 1980s throughout the United States.

Source Numbers

7, 9, 10, 11, 15, 17, 88, 174, 179, 184, 191, 192, 251, 253, 286, 300

General Light Industrial (110)

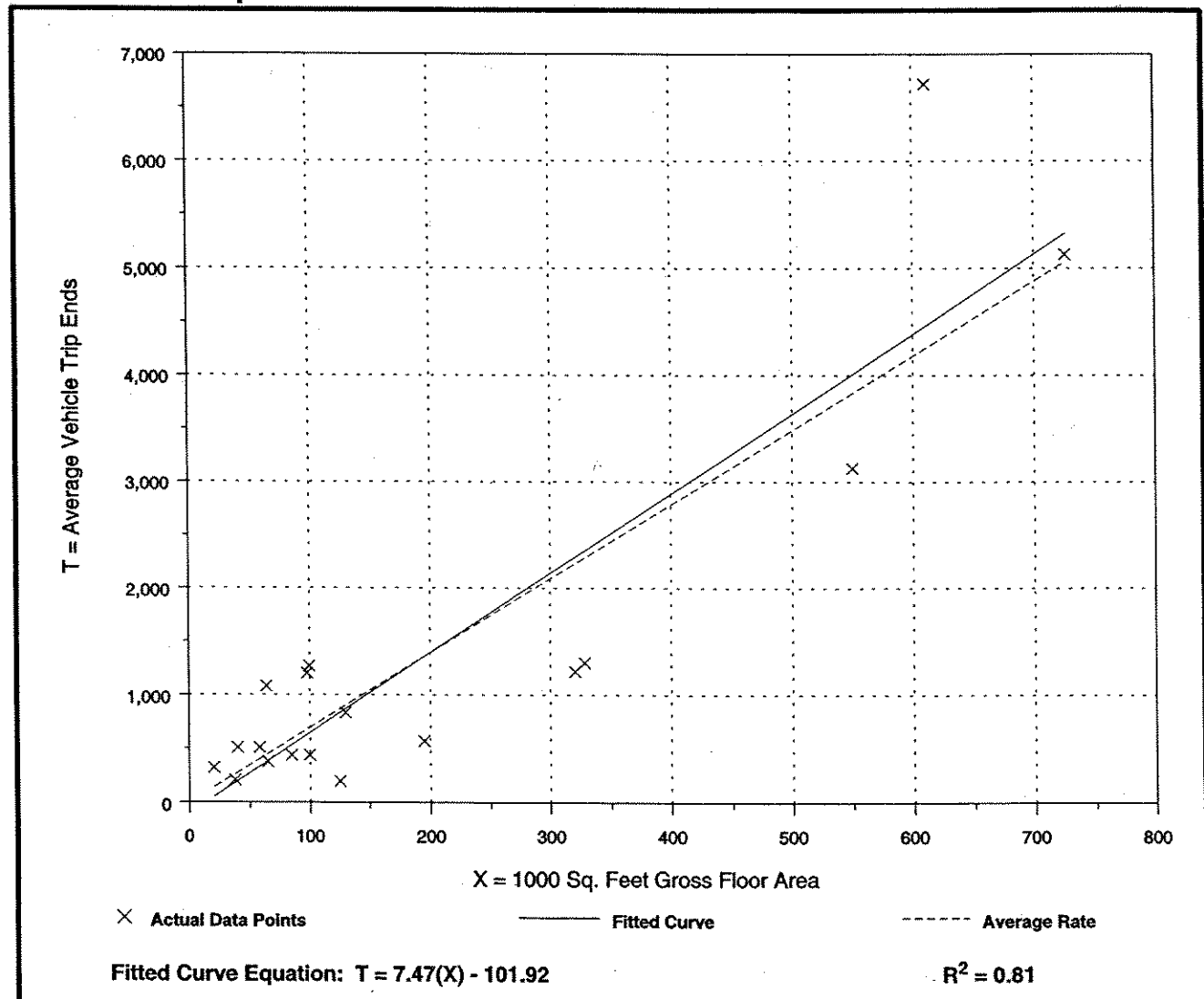
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday

Number of Studies: 18
Average 1000 Sq. Feet GFA: 203
Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
6.97	1.58 - 16.88	4.24

Data Plot and Equation



General Light Industrial (110)

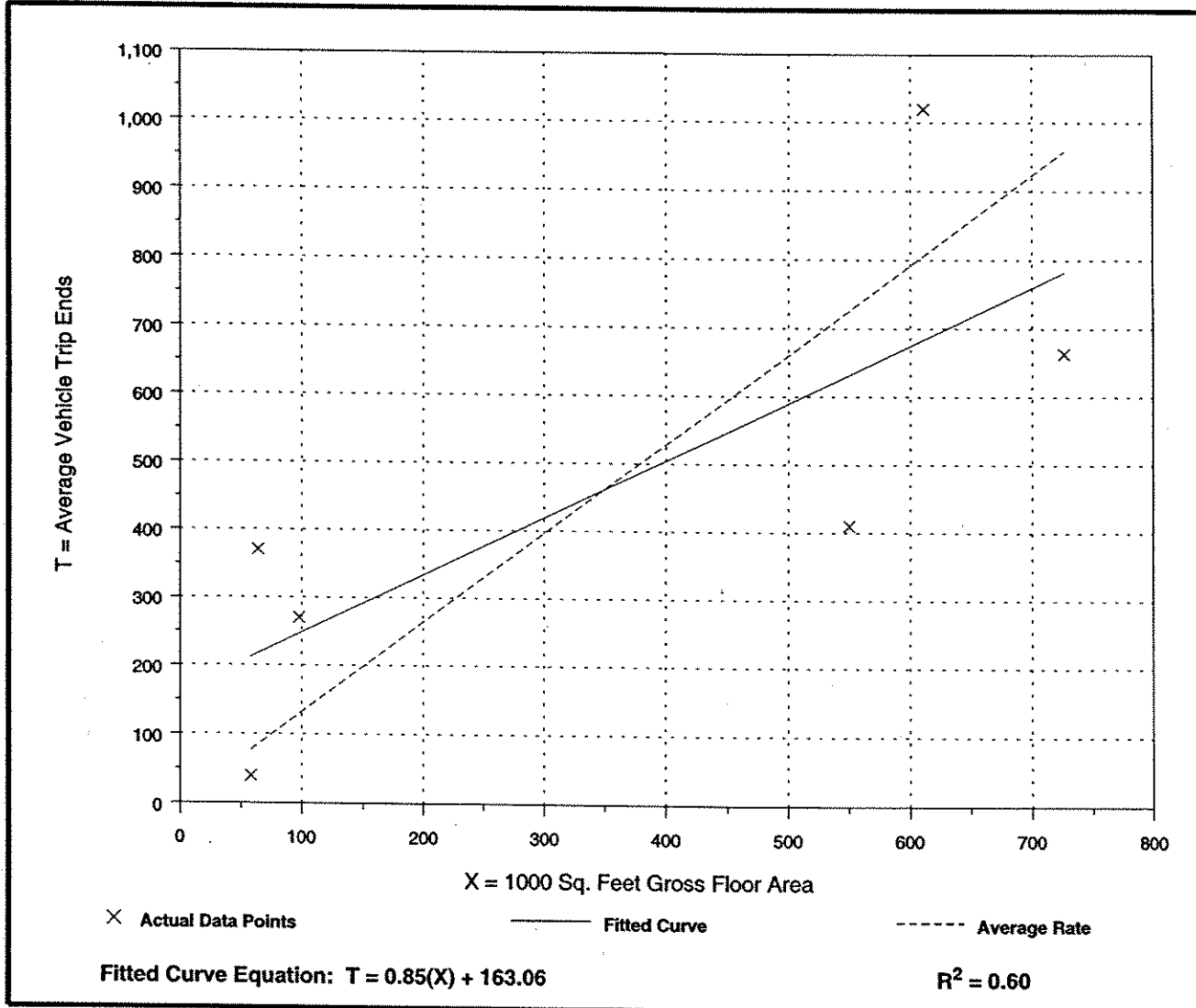
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Saturday

Number of Studies: 6
Average 1000 Sq. Feet GFA: 351
Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
1.32	0.69 - 5.78	1.48

Data Plot and Equation



General Light Industrial (110)

Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Sunday

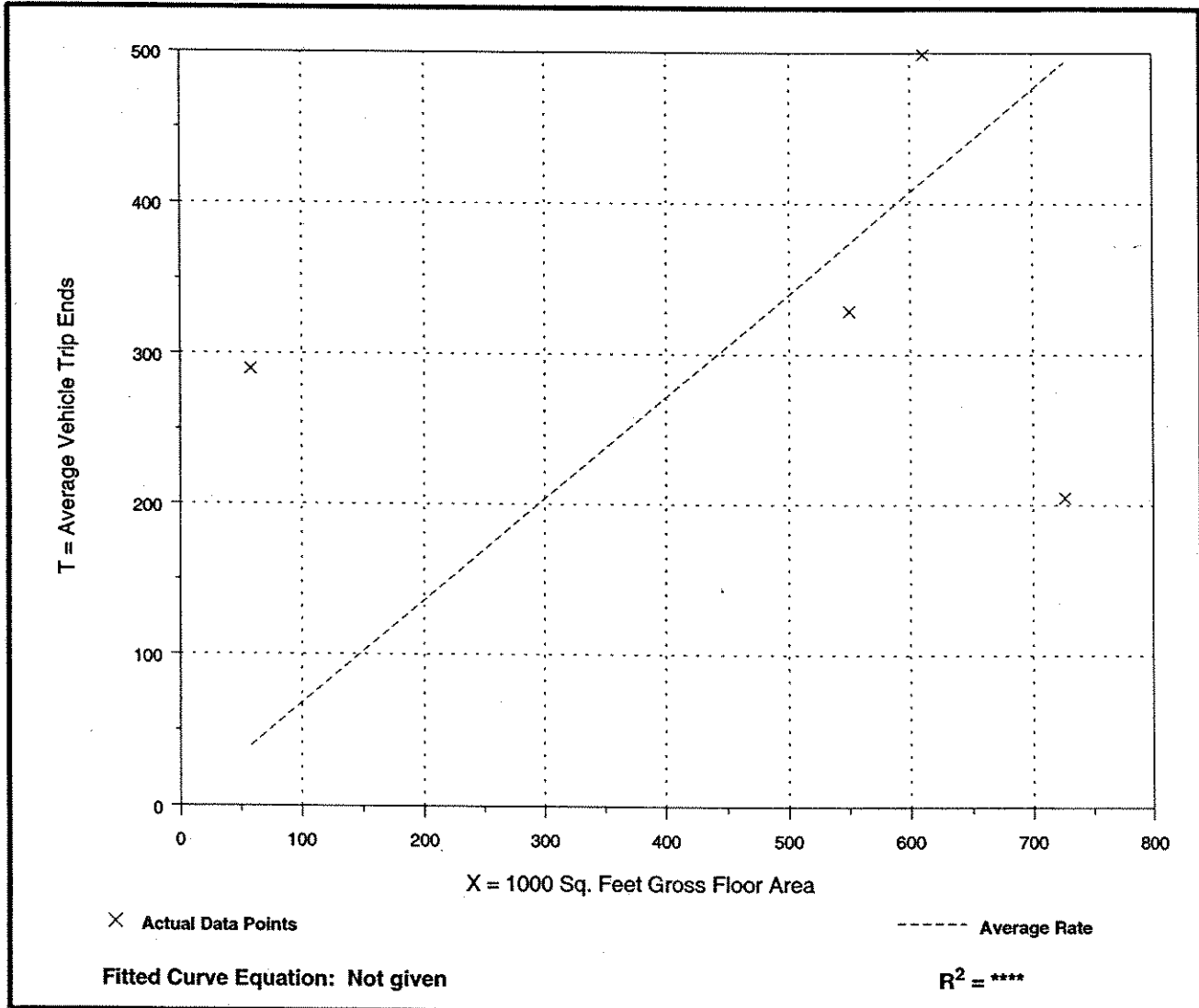
Number of Studies: 4
Average 1000 Sq. Feet GFA: 486
Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
0.68	0.28 - 5.00	1.14

Data Plot and Equation

Caution - Use Carefully - Small Sample Size



General Light Industrial (110)

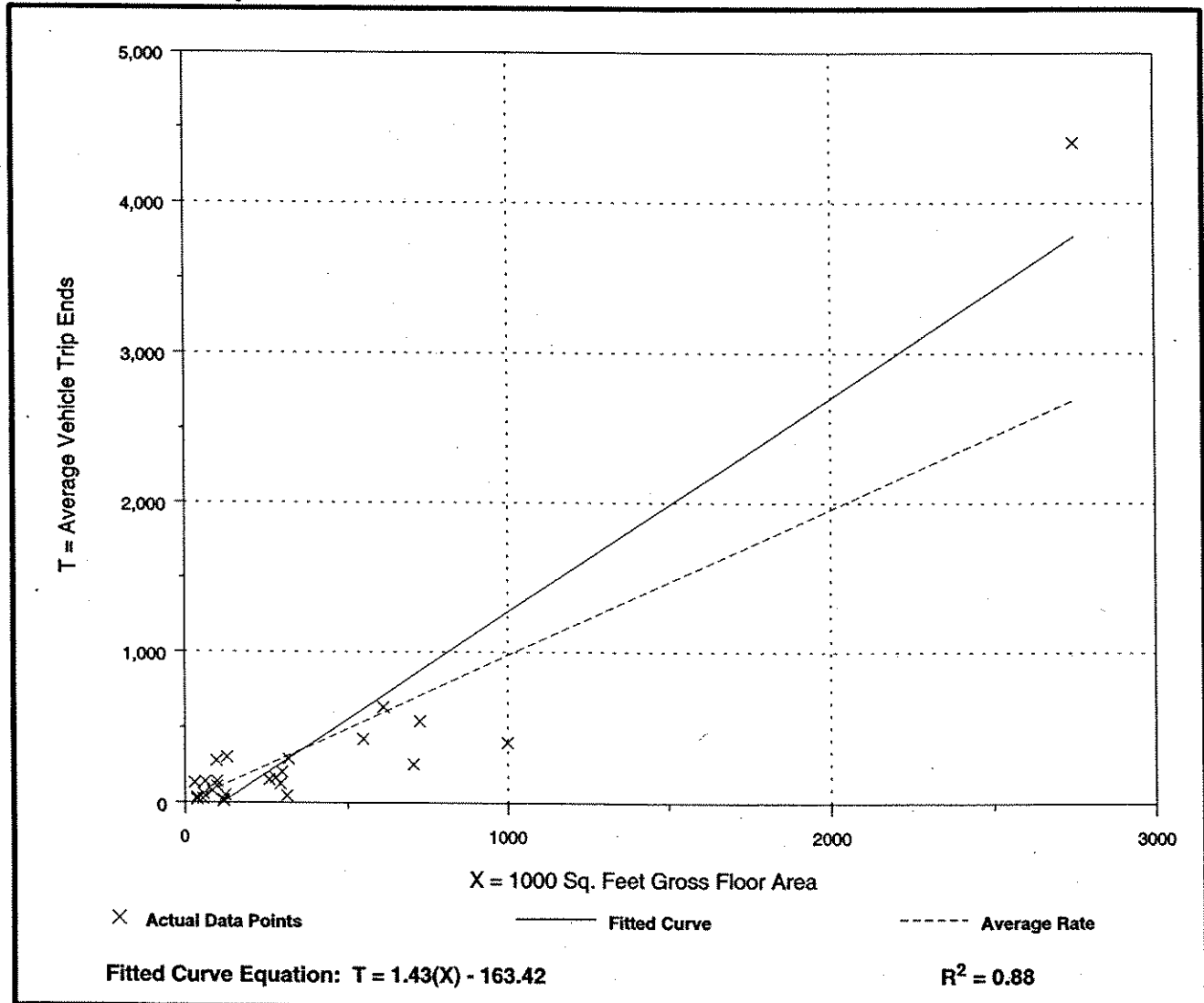
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Number of Studies: 26
 Average 1000 Sq. Feet GFA: 357
 Directional Distribution: 12% entering, 88% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
0.98	0.08 - 4.50	1.16

Data Plot and Equation



Land Use: 814

Specialty Retail Center

Description

Specialty retail centers are generally small strip shopping centers that contain a variety of retail shops and specialize in quality apparel; hard goods; and services, such as real estate offices, dance studios, florists and small restaurants. Shopping center (Land Use 820) is a related use.

Additional Data

The sites were surveyed from the late 1970s to the 2000s in California, Florida, Georgia, New York and Pennsylvania.

Source Numbers

100, 304, 305, 367, 423, 507, 577

Specialty Retail Center (814)

Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Leasable Area
On a: Weekday

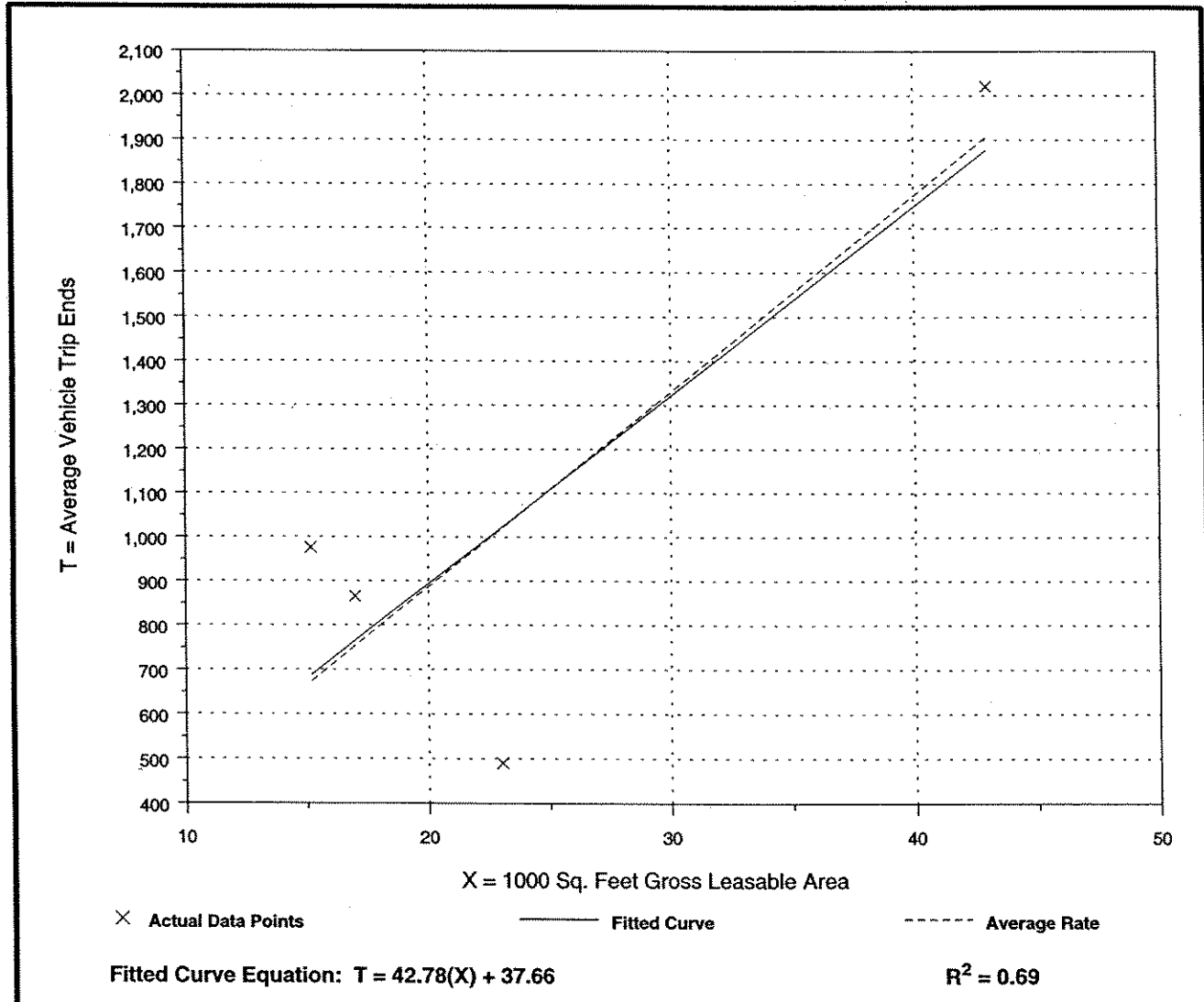
Number of Studies: 4
Average 1000 Sq. Feet GLA: 25
Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Leasable Area

Average Rate	Range of Rates	Standard Deviation
44.32	21.30 - 64.21	15.52

Data Plot and Equation

Caution - Use Carefully - Small Sample Size



Specialty Retail Center (814)

Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Leasable Area
On a: Saturday

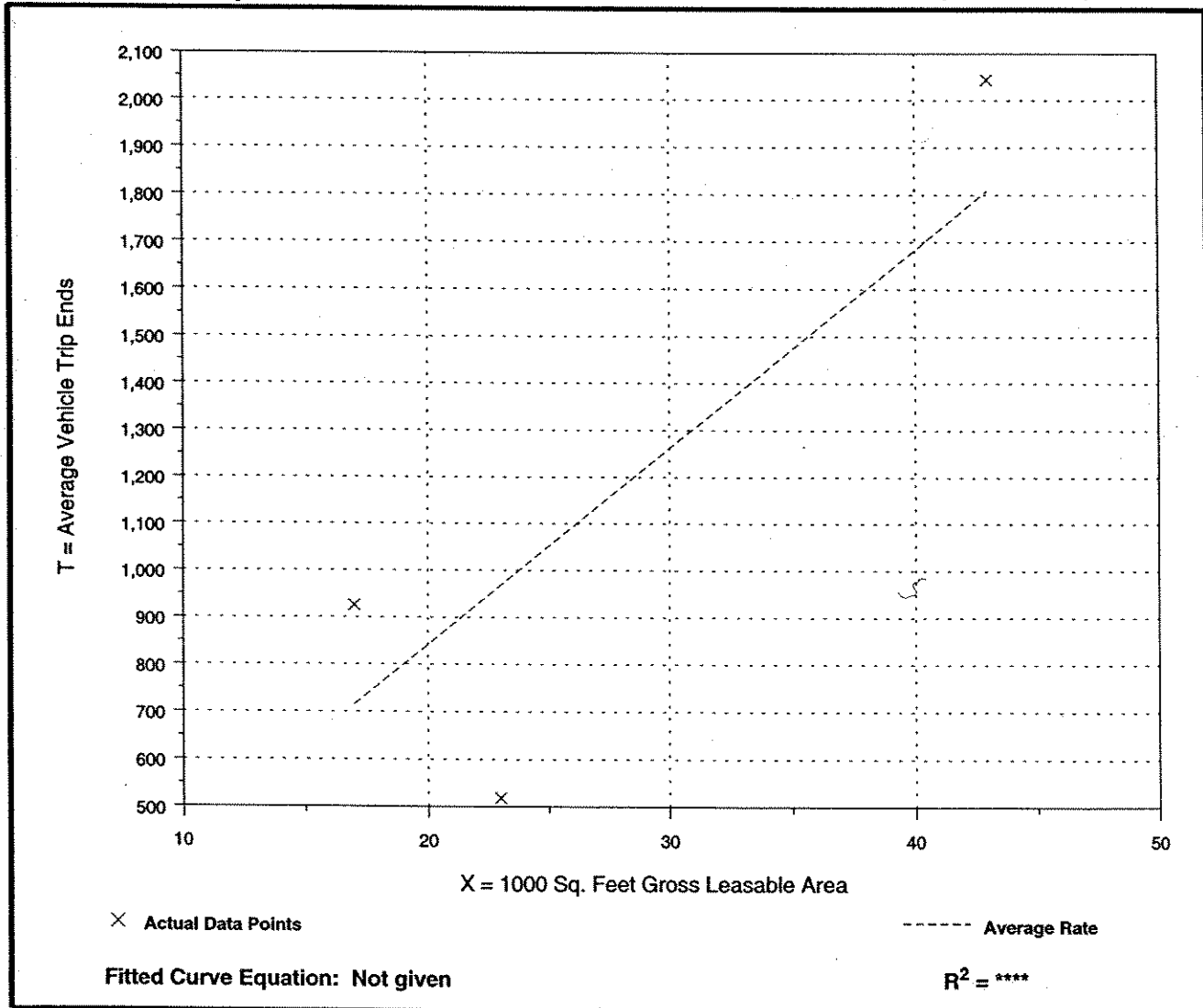
Number of Studies: 3
Average 1000 Sq. Feet GLA: 28
Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Leasable Area

Average Rate	Range of Rates	Standard Deviation
42.04	22.57 - 54.47	13.97

Data Plot and Equation

Caution - Use Carefully - Small Sample Size



Specialty Retail Center (814)

Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Leasable Area
On a: Sunday

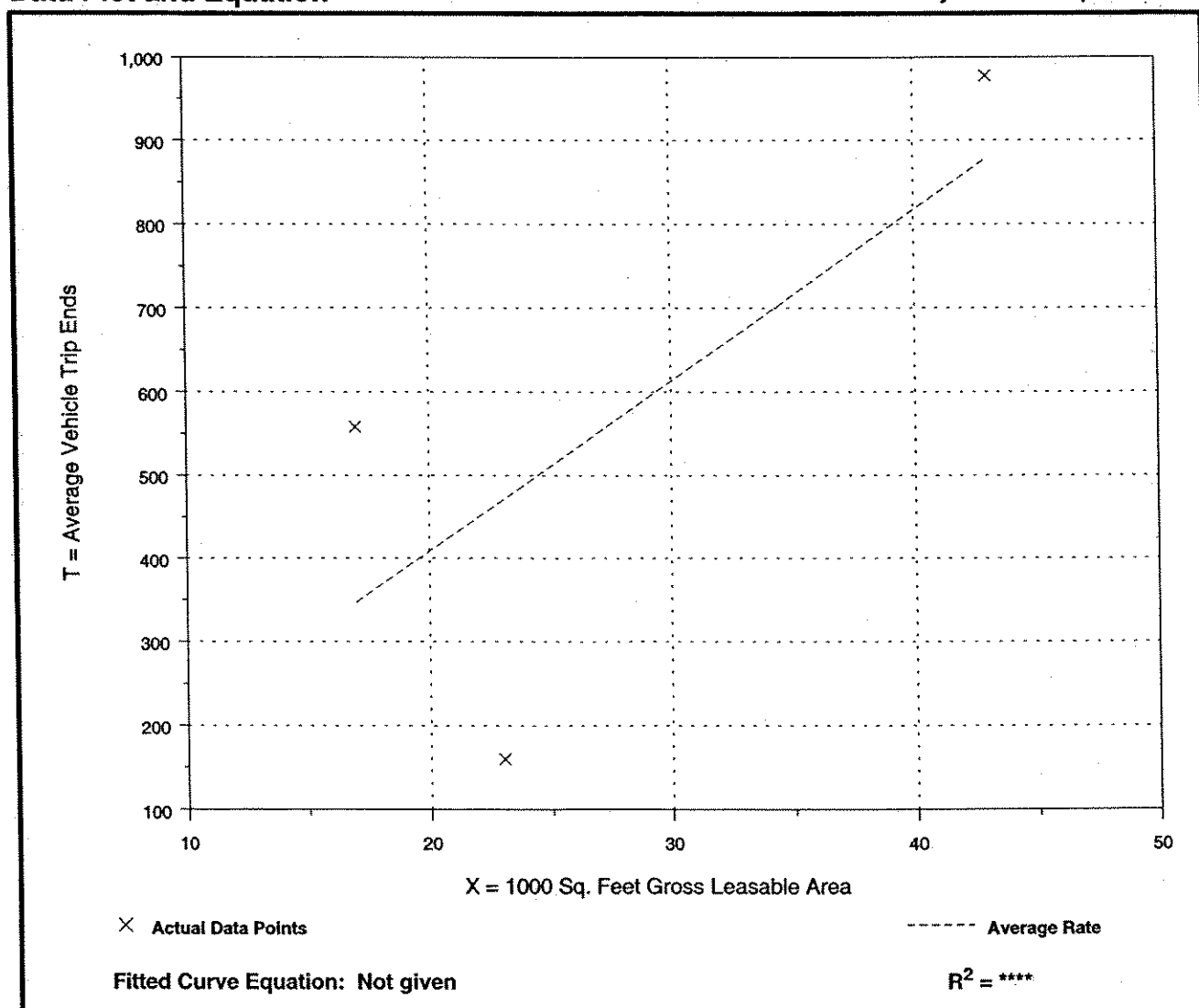
Number of Studies: 3
Average 1000 Sq. Feet GLA: 28
Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Leasable Area

Average Rate	Range of Rates	Standard Deviation
20.43	6.96 - 32.82	10.27

Data Plot and Equation

Caution - Use Carefully - Small Sample Size



Specialty Retail Center (814)

Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Leasable Area
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

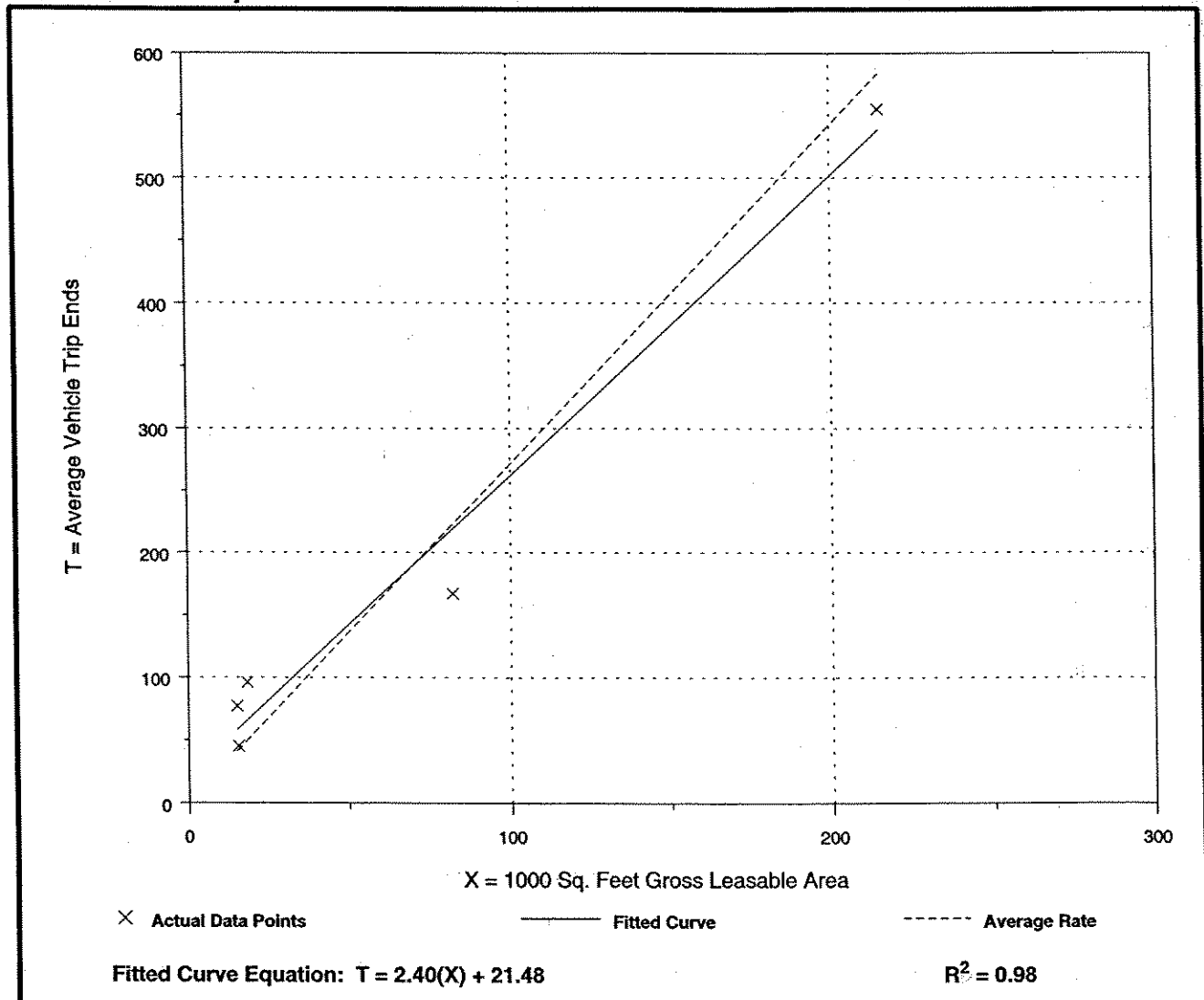
Number of Studies: 5
Average 1000 Sq. Feet GLA: 69
Directional Distribution: 44% entering, 56% exiting

Trip Generation per 1000 Sq. Feet Gross Leasable Area

Average Rate	Range of Rates	Standard Deviation
2.71	2.03 - 5.16	1.83

Data Plot and Equation

Caution - Use Carefully - Small Sample Size



Land Use: 710

General Office Building

Description

A general office building houses multiple tenants; it is a location where affairs of businesses, commercial or industrial organizations, or professional persons or firms are conducted. An office building or buildings may contain a mixture of tenants including professional services; insurance companies; investment brokers; and tenant services, such as a bank or savings and loan institution, a restaurant or cafeteria and service retail facilities. Nearly all of the buildings surveyed were in suburban locations. Corporate headquarters (Land Use 714), single tenant office building (Land Use 715), office park (Land Use 750), research and development center (Land Use 760) and business park (Land Use 770) are related uses.

If information is known about individual buildings, it is suggested that the general office building category be used rather than office parks when estimating trip generation for one or more office buildings in a single development. The office park category is more general and should be used when a breakdown of individual or different uses is not known. If the general office building category is used and if additional buildings, such as banks, restaurants, or retail stores are included in the development, then the development should be treated as a multiuse project. On the other hand, if the office park category is used, internal trips are already reflected in the data and do not need to be considered.

When the buildings are interrelated (defined by shared parking facilities or the ability to easily walk between buildings) or house one tenant, it is suggested that the total area or employment of all the buildings be used for calculating the trip generation. When the individual buildings are isolated and not related to one another, it is suggested that trip generation be calculated for each building separately and then summed.

Additional Data

Average weekday transit trip ends—

Transit service was either nonexistent or negligible at the majority of the sites surveyed in this land use. Users may wish to modify trip generation rates presented in this land use to reflect the presence of public transit, carpools and other transportation demand management (TDM) strategies. Information has not been analyzed to document the impacts of TDM measures on the total site generation. See the *ITE Trip Generation Handbook* for additional information on this topic.

The average building occupancy varied considerably within the studies where occupancy data was provided. For buildings with occupancy rates reported, the average percent of occupied gross leasable area was 88 percent.

Some of the regression curves plotted for this land use may produce illogical trip end estimates for small office buildings. When the proposed site size is significantly smaller than the average-sized facility published in this report, caution should be used when applying these statistics. For more information, please refer to Chapter 3, "Guidelines for Estimating Trip Generation," of the *Trip Generation Handbook*.

In some regions peaking may occur earlier or later and last somewhat longer than the traditional 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. peak period time frames.

The sites were surveyed from the 1960s to the 2000s throughout the United States.

Trip Characteristics

The trip generation for the a.m. and p.m. peak hours of the generator typically coincided with the peak hours of the adjacent street traffic; therefore, only one a.m. peak hour and one p.m. peak hour, which represent both the peak hour of the generator and the peak hour of the adjacent street traffic, are shown for general office buildings.

Source Numbers

2, 5, 20, 21, 51, 53, 54, 72, 88, 89, 92, 95, 98, 100, 159, 161, 172, 175, 178, 183, 184, 185, 189, 193, 207, 212, 217, 247, 253, 257, 260, 262, 279, 295, 297, 298, 300, 301, 302, 303, 304, 321, 322, 323, 324, 327, 404, 407, 408, 418, 419, 423, 562.

General Office Building (710)

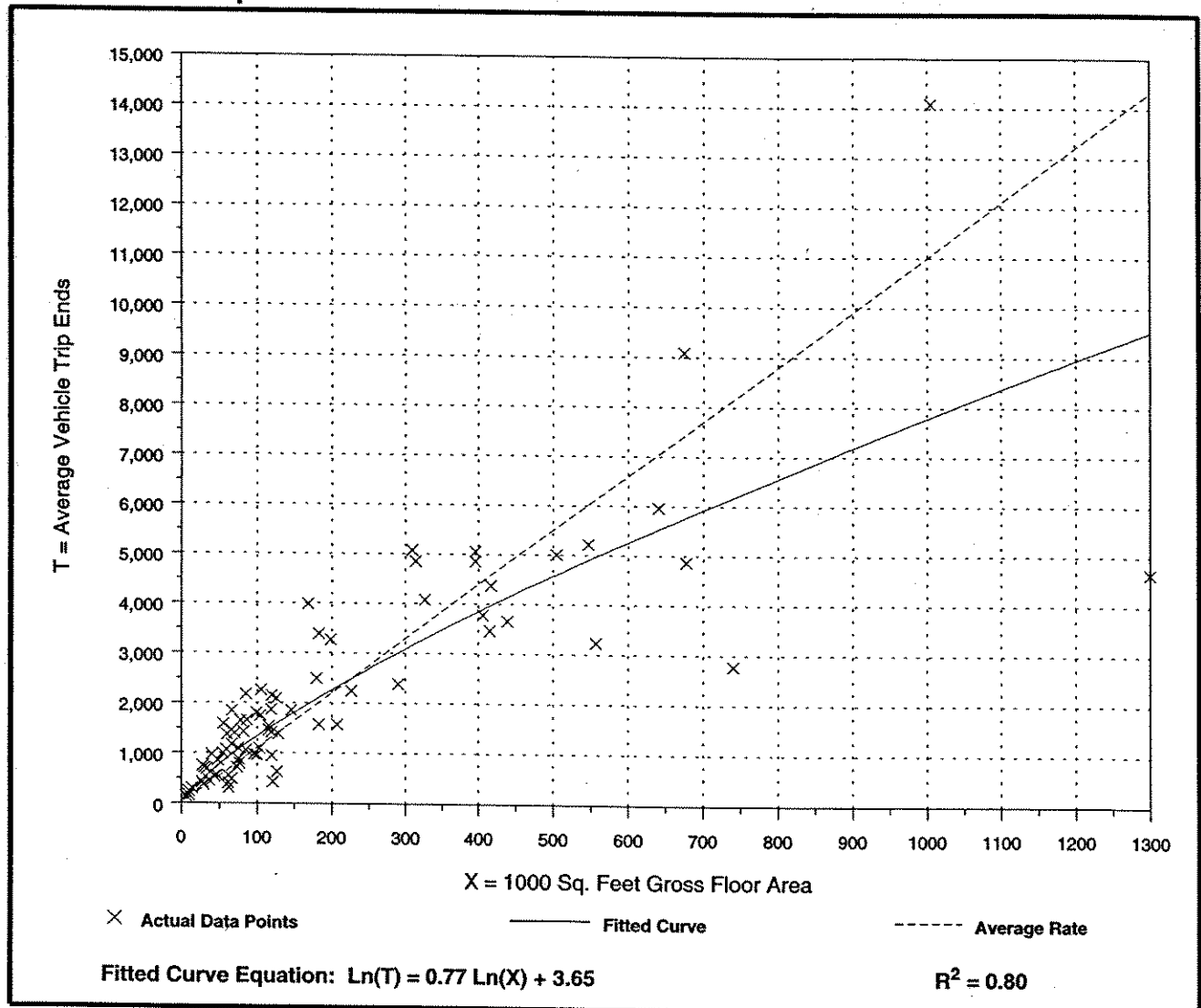
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday

Number of Studies: 78
Average 1000 Sq. Feet GFA: 199
Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
11.01	3.58 - 28.80	6.13

Data Plot and Equation



General Office Building (710)

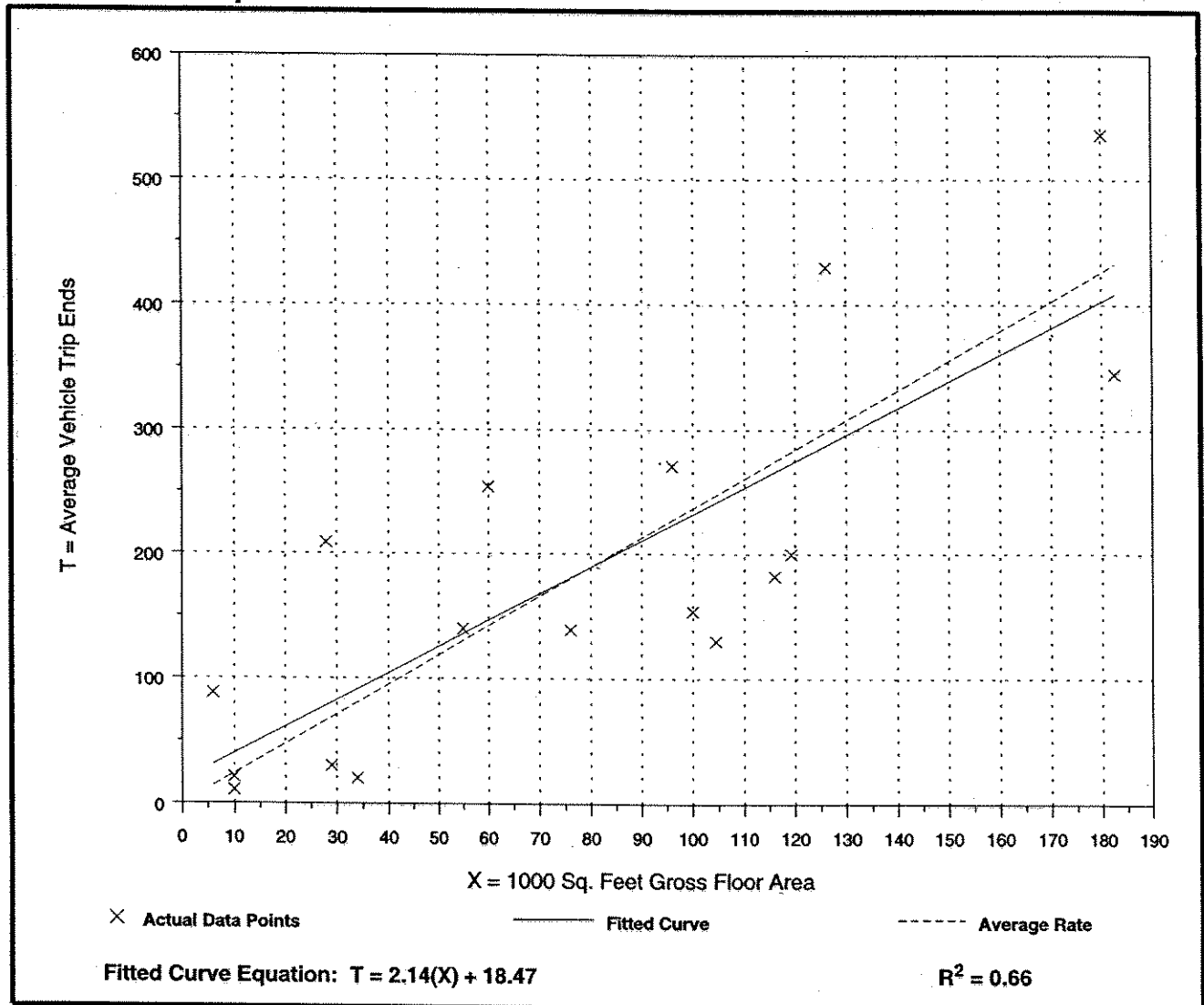
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Saturday

Number of Studies: 17
Average 1000 Sq. Feet GFA: 78
Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
2.37	0.59 - 14.67	2.08

Data Plot and Equation



General Office Building (710)

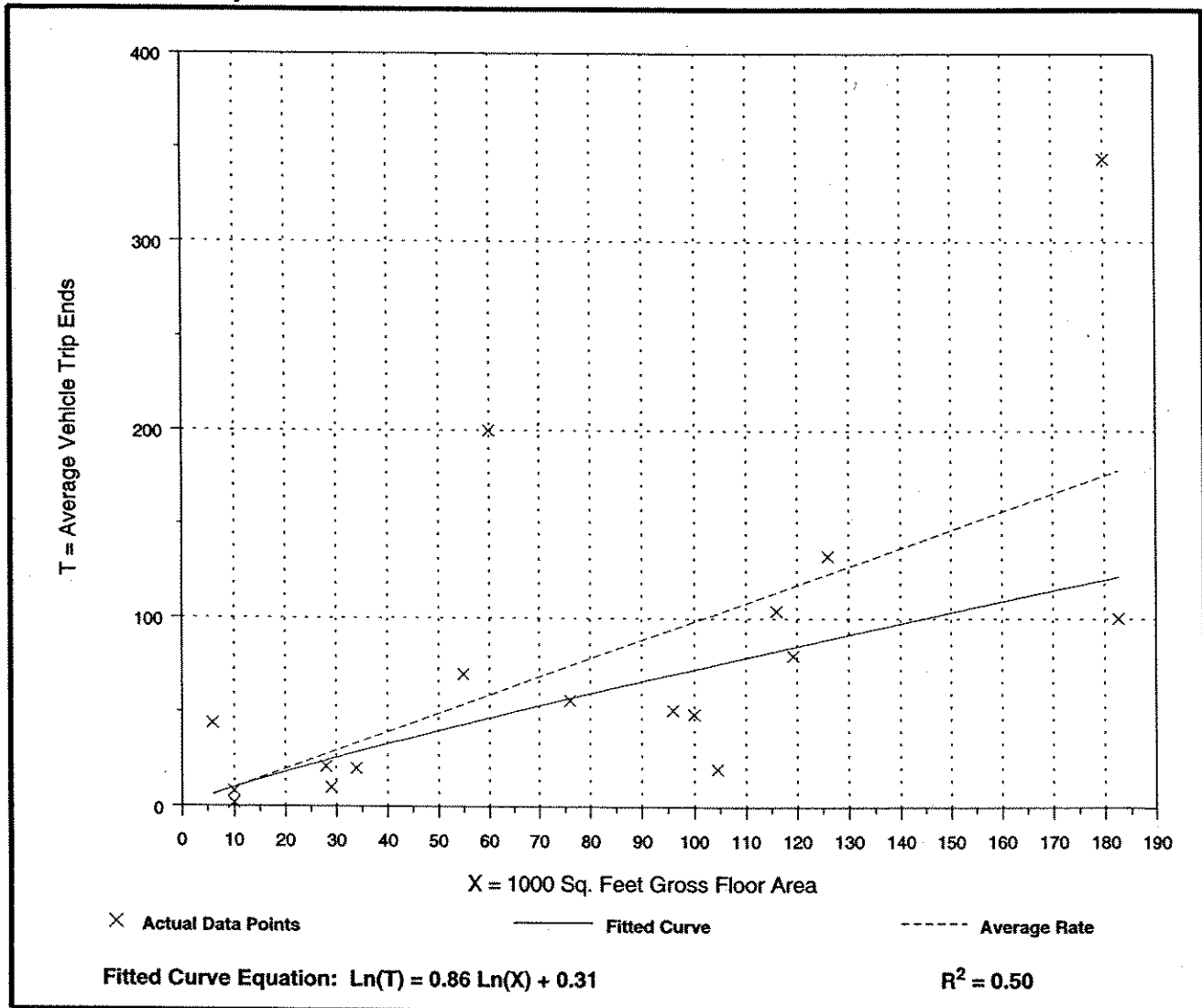
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Sunday

Number of Studies: 17
Average 1000 Sq. Feet GFA: 78
Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
0.98	0.19 - 7.33	1.29

Data Plot and Equation



General Office Building (710)

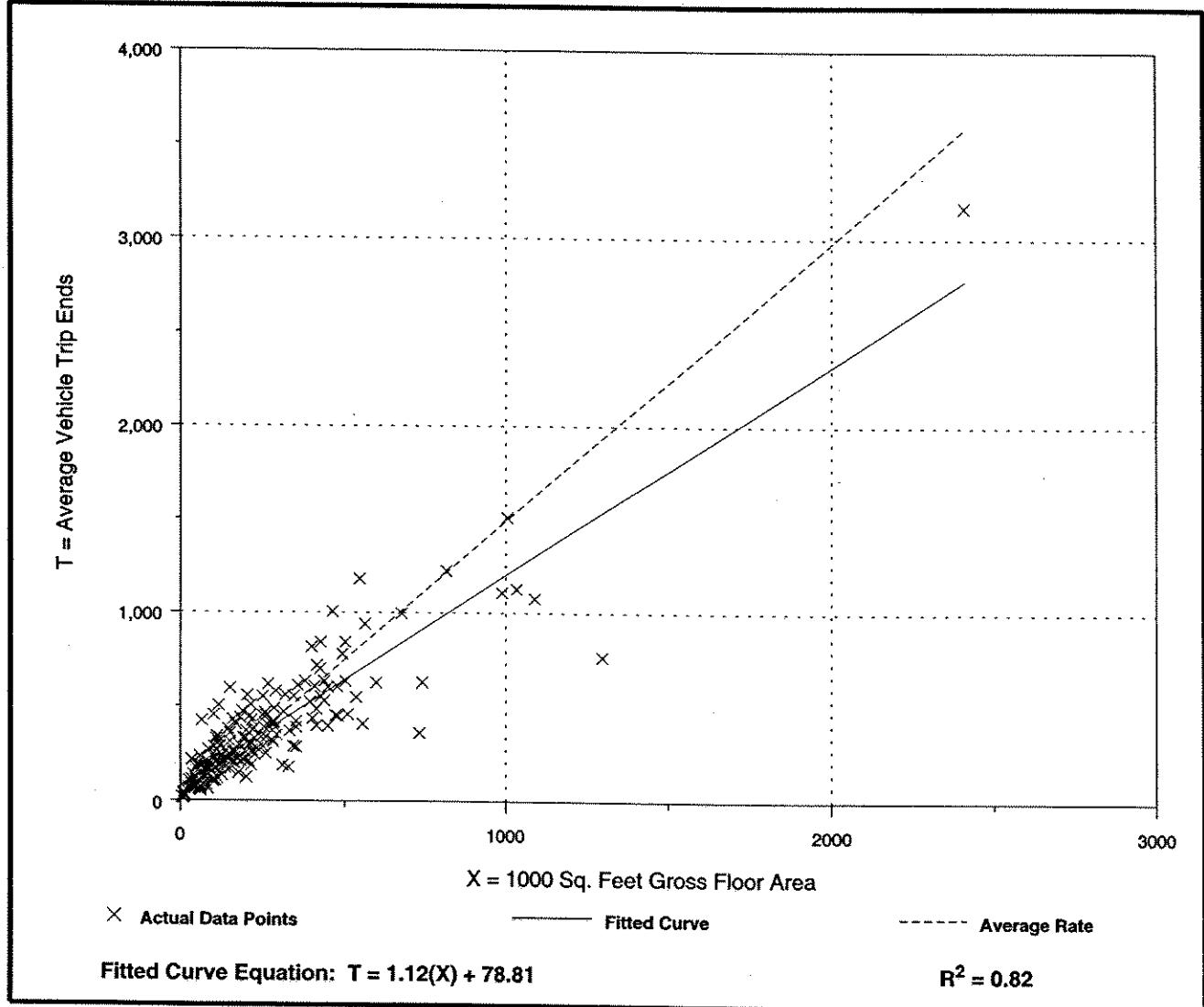
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday,
P.M. Peak Hour

Number of Studies: 235
Average 1000 Sq. Feet GFA: 216
Directional Distribution: 17% entering, 83% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
1.49	0.49 - 6.39	1.37

Data Plot and Equation



Land Use: 931

Quality Restaurant

Description

This land use consists of high quality, full-service eating establishments with turnover rates usually of at least one hour or longer. Quality restaurants generally do not serve breakfast; some do not serve lunch; all serve dinner. This type of restaurant usually requires reservations and is generally not part of a chain. High-turnover (sit-down) restaurant (Land Use 932) is a related use.

Additional Data

Truck trips accounted for approximately 1 to 4 percent of the weekday traffic. The average for the sites that were surveyed was approximately 1.6 percent.

Vehicle occupancy ranged from 1.59 to 1.98 persons per automobile on an average weekday. The average for the sites that were surveyed was approximately 1.78.

The outdoor seating area is not included in the overall gross floor area. Therefore, the number of seats may be a more reliable independent variable on which to establish trip generation rates for facilities having significant outdoor seating.

The sites were surveyed from the 1970s to the 1990s throughout the United States.

Source Numbers

13, 73, 88, 90, 98, 100, 126, 172, 260, 291, 301, 338, 339, 368, 437, 440

Quality Restaurant (931)

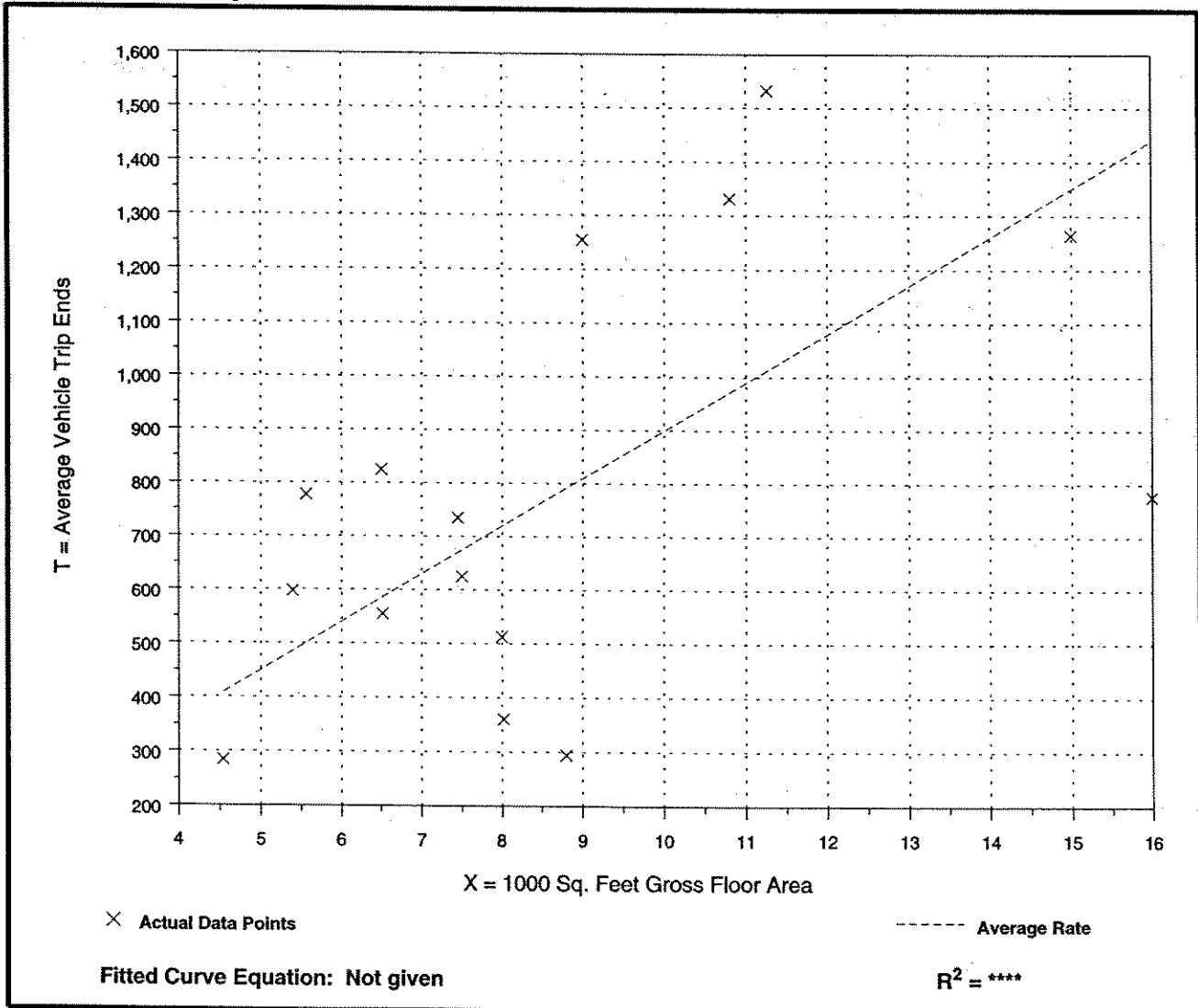
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday

Number of Studies: 15
Average 1000 Sq. Feet GFA: 9
Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
89.95	33.41 - 139.80	36.81

Data Plot and Equation



Quality Restaurant (931)

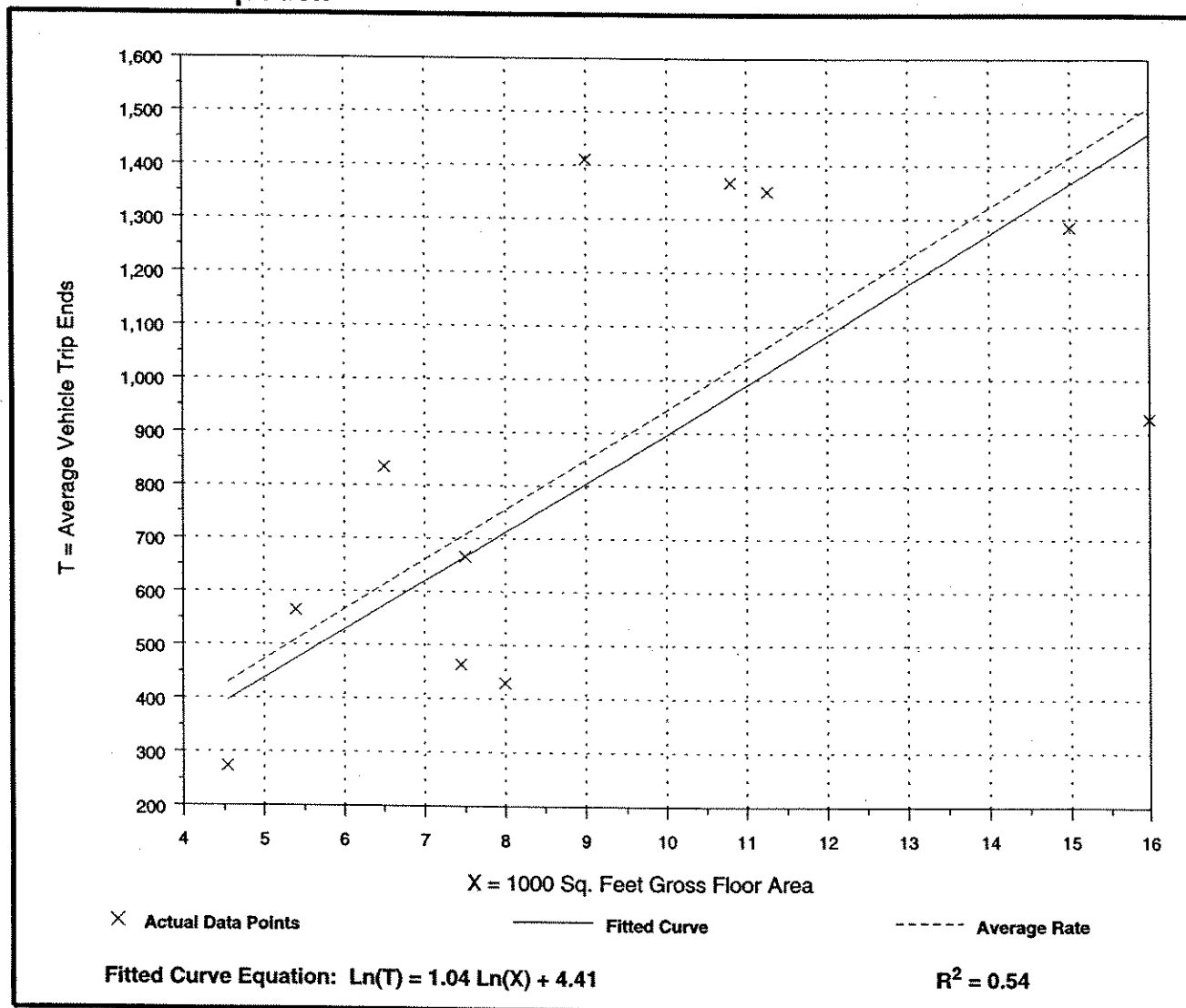
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Saturday

Number of Studies: 11
Average 1000 Sq. Feet GFA: 9
Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
94.36	53.63 - 156.67	34.42

Data Plot and Equation



Quality Restaurant (931)

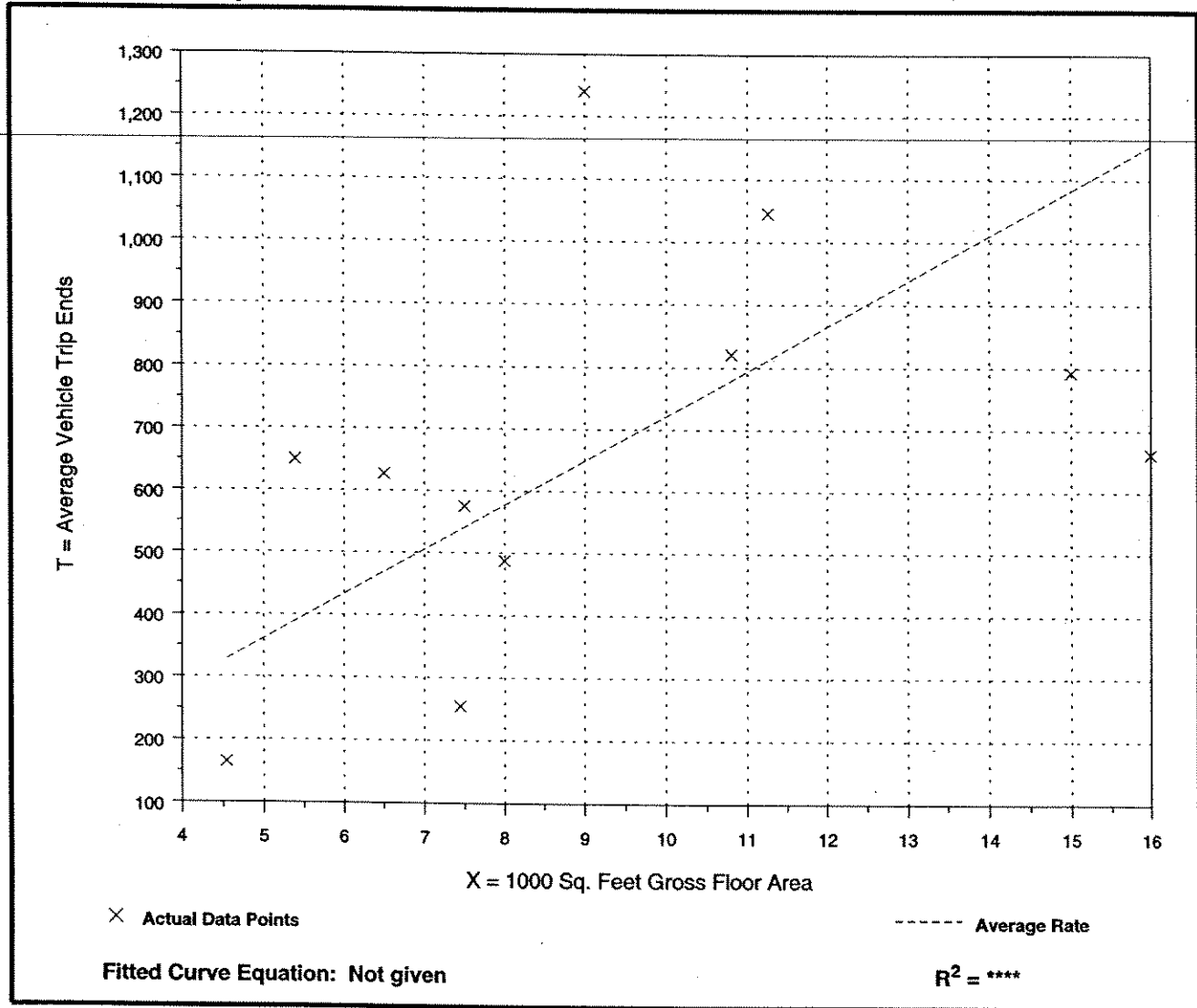
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Sunday

Number of Studies: 11
Average 1000 Sq. Feet GFA: 9
Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
72.16	34.09 - 137.78	32.35

Data Plot and Equation



Quality Restaurant (931)

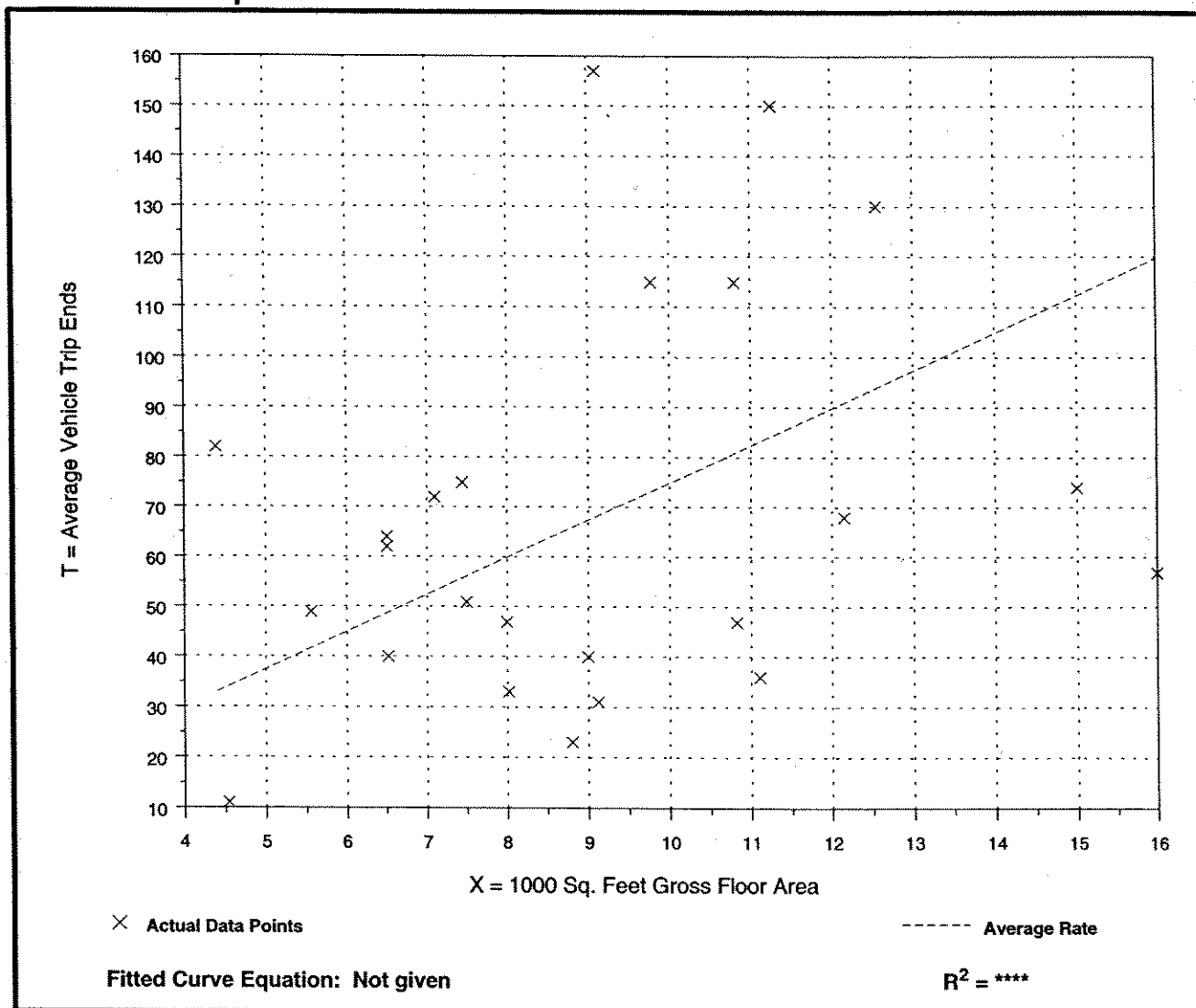
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Number of Studies: 24
Average 1000 Sq. Feet GFA: 9
Directional Distribution: 67% entering, 33% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
7.49	2.42 - 18.64	4.89

Data Plot and Equation



Land Use: 230

Residential Condominium/Townhouse

Description

Residential condominiums/townhouses are defined as ownership units that have at least one other owned unit within the same building structure. **Both condominiums and townhouses are included in this land use.** The studies in this land use did not identify whether the condominiums/townhouses were low-rise or high-rise. Low-rise residential condominium/townhouse (Land Use 231), high-rise residential condominium/townhouse (Land Use 232) and luxury condominium/townhouse (Land Use 233) are related land uses.

Additional Data

The number of vehicles and the number of residents had a high correlation with average weekday vehicle trip ends. The use of these variables was limited, however, because the number of vehicles and residents was often difficult to obtain or predict. The number of dwelling units was generally used as the independent variable of choice because it is usually readily available, easy to project and had a high correlation with average weekday vehicle trip ends.

The peak hour of the generator typically coincided with the peak hour of the adjacent street traffic.

The sites were surveyed from the mid-1970s to the 2000s throughout the United States and Canada.

Source Numbers

4, 92, 94, 95, 97, 100, 105, 106, 114, 168, 186, 204, 237, 253, 293, 319, 320, 321, 390, 412, 418, 561, 562, 583

Residential Condominium/Townhouse (230)

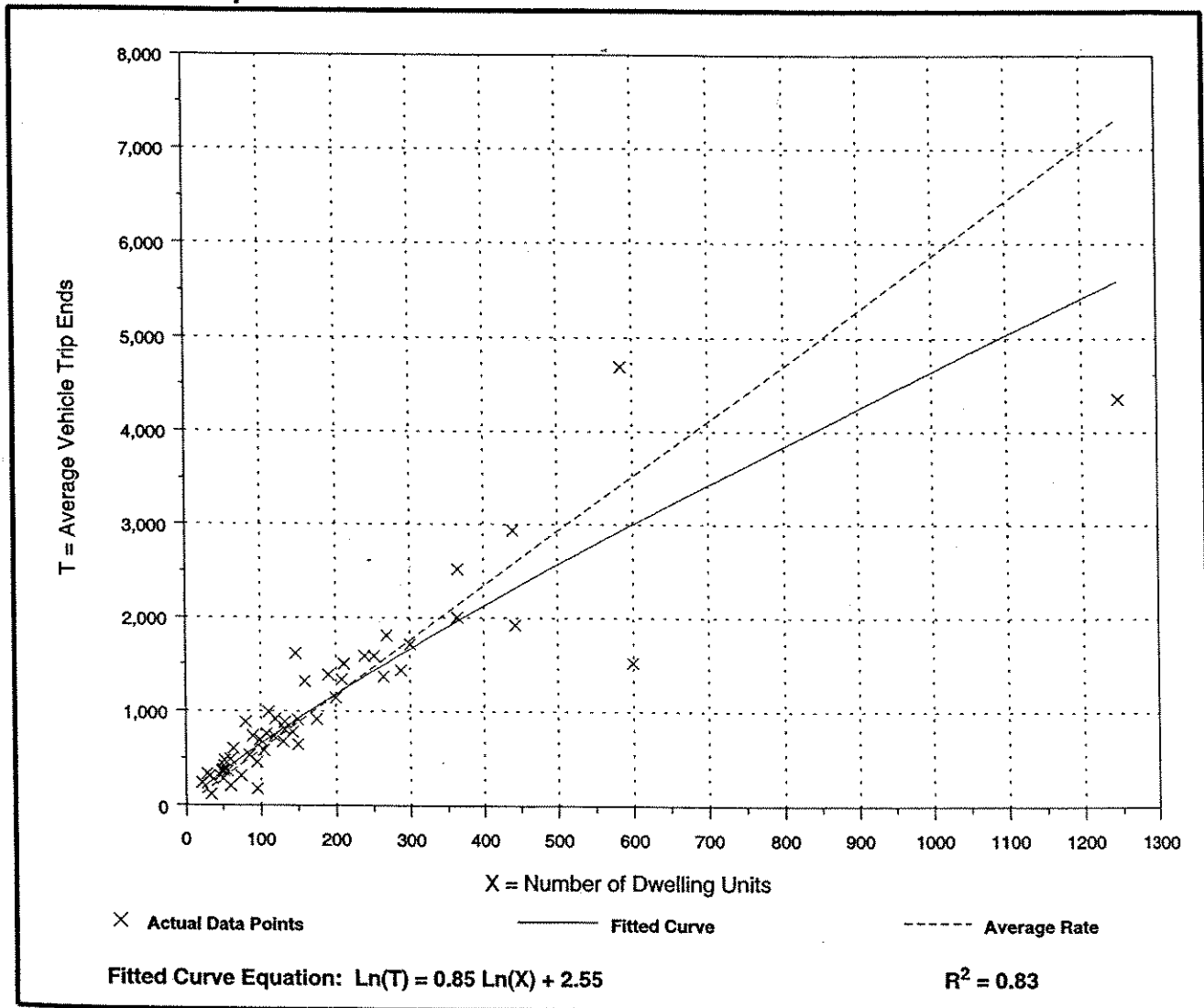
Average Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Number of Studies: 54
Avg. Number of Dwelling Units: 183
Directional Distribution: 50% entering, 50% exiting

Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
5.86	1.83 - 11.79	3.09

Data Plot and Equation



Residential Condominium/Townhouse (230)

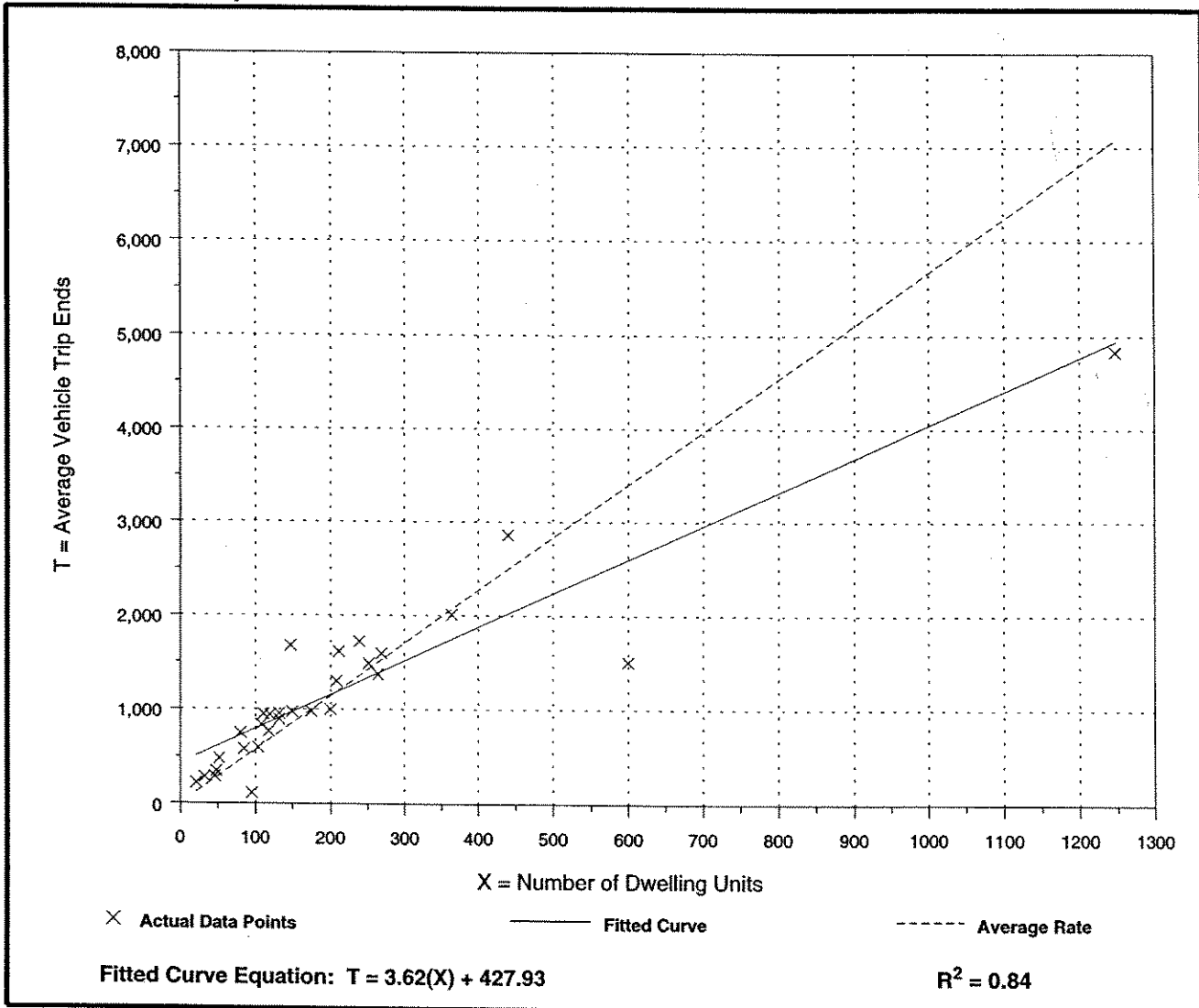
Average Vehicle Trip Ends vs: Dwelling Units
On a: Saturday

Number of Studies: 30
Avg. Number of Dwelling Units: 209
Directional Distribution: 50% entering, 50% exiting

Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
5.67	1.17 - 11.40	3.10

Data Plot and Equation



Residential Condominium/Townhouse (230)

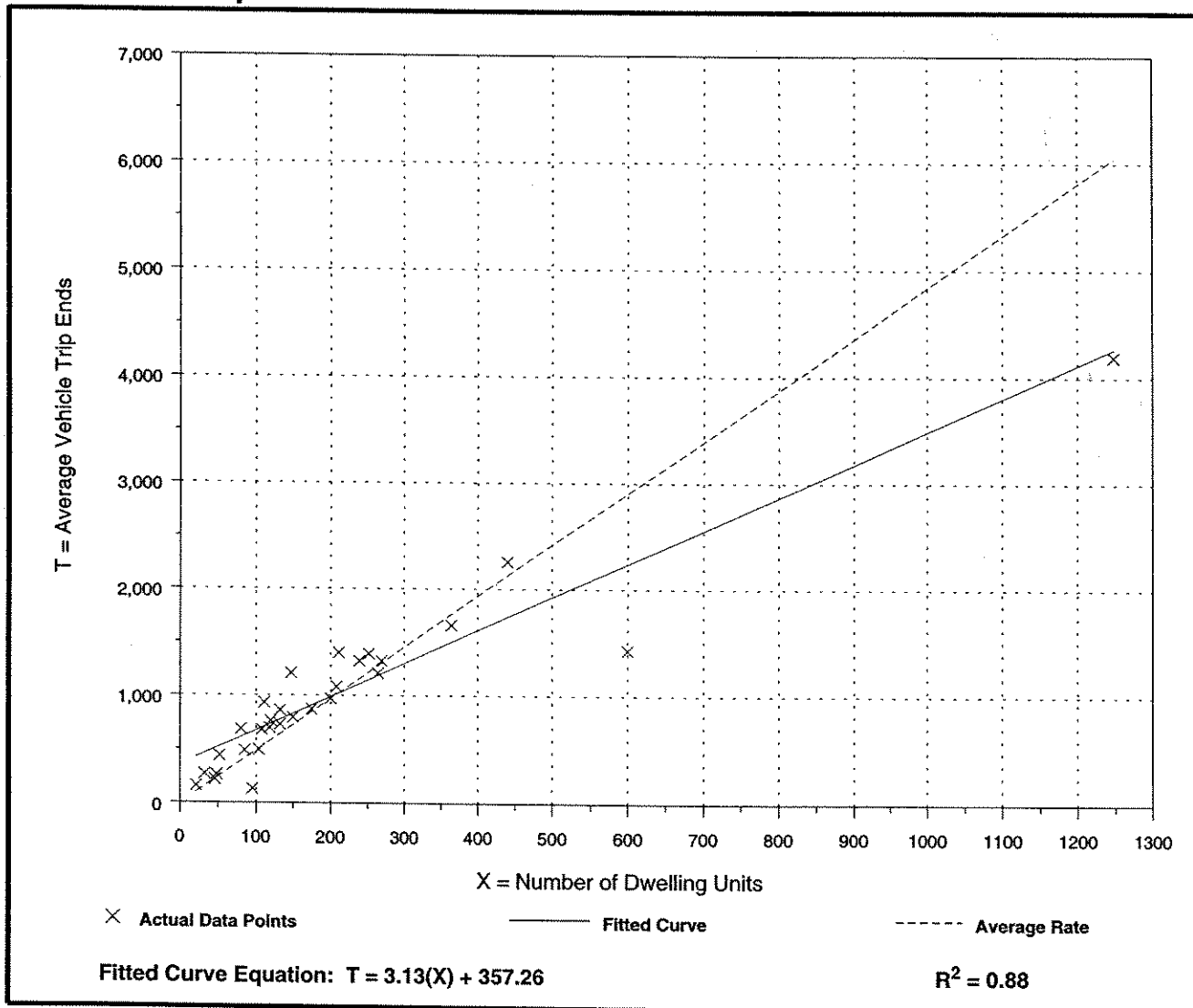
Average Vehicle Trip Ends vs: Dwelling Units
On a: Sunday

Number of Studies: 30
Avg. Number of Dwelling Units: 209
Directional Distribution: 50% entering, 50% exiting

Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
4.84	1.36 - 8.56	2.71

Data Plot and Equation



Residential Condominium/Townhouse (230)

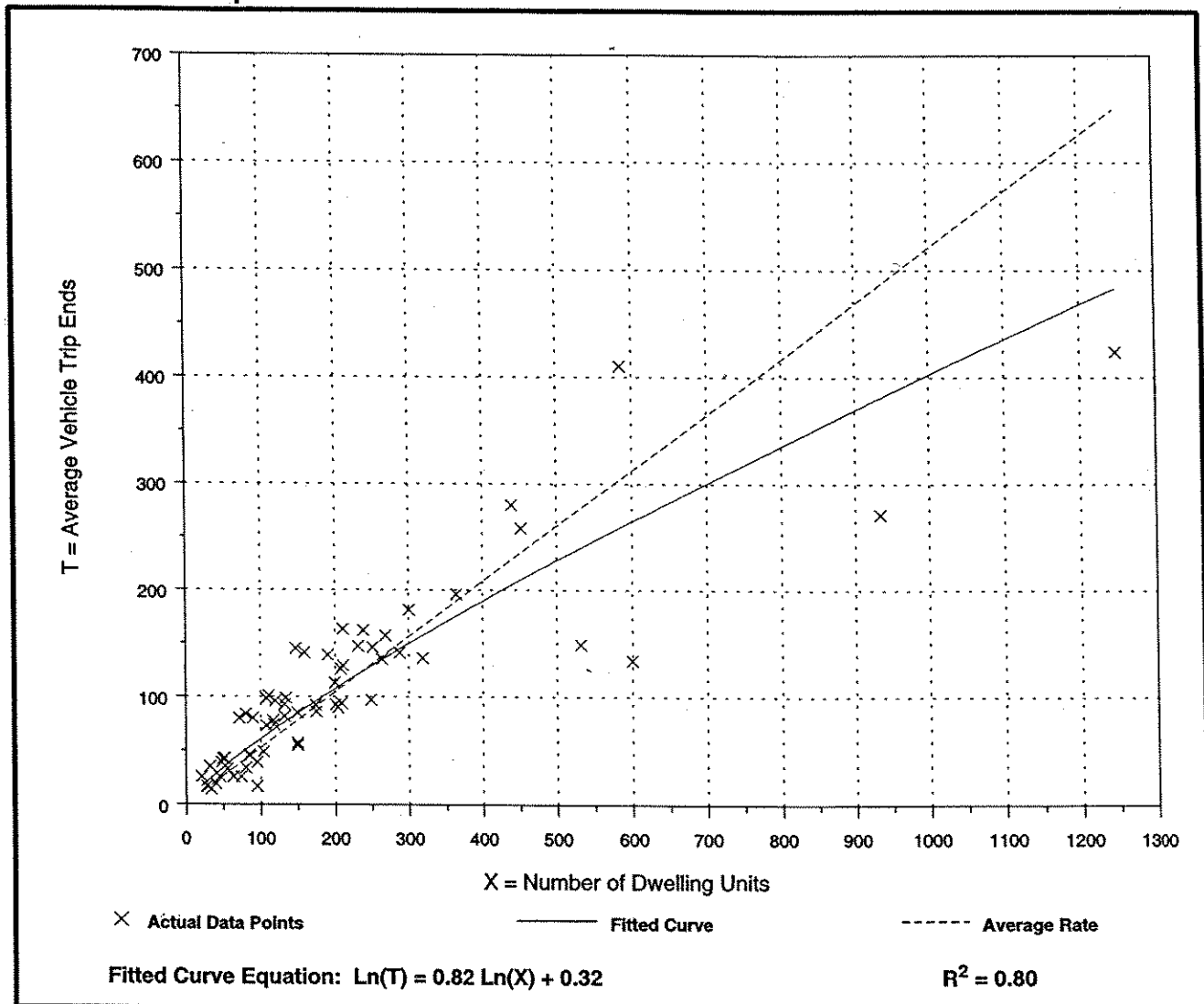
Average Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Number of Studies: 62
Avg. Number of Dwelling Units: 205
Directional Distribution: 67% entering, 33% exiting

Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.52	0.18 - 1.24	0.75

Data Plot and Equation



APPENDIX F

FDOT PEAK SEASON FACTOR CATEGORY REPORT

2004 Peak Season Factor Category Report

MONROE COUNTYWIDE

MOCF = 0.89

Category: 9000

<u>Week</u>	<u>Dates</u>	<u>SF</u>	<u>PSCF</u>
1	01/01/2004 - 01/03/2004	1.05	1.18
2	01/04/2004 - 01/10/2004	1.01	1.13
3	01/11/2004 - 01/17/2004	0.97	1.09
4	01/18/2004 - 01/24/2004	0.95	1.07
* 5	01/25/2004 - 01/31/2004	0.93	1.04
* 6	02/01/2004 - 02/07/2004	0.92	1.03
* 7	02/08/2004 - 02/14/2004	0.90	1.01
* 8	02/15/2004 - 02/21/2004	0.88	0.99
* 9	02/22/2004 - 02/28/2004	0.87	0.98
* 10	02/29/2004 - 03/06/2004	0.86	0.97
* 11	03/07/2004 - 03/13/2004	0.86	0.97
* 12	03/14/2004 - 03/20/2004	0.85	0.96
* 13	03/21/2004 - 03/27/2004	0.87	0.98
* 14	03/28/2004 - 04/03/2004	0.89	1.00
* 15	04/04/2004 - 04/10/2004	0.91	1.02
* 16	04/11/2004 - 04/17/2004	0.92	1.03
* 17	04/18/2004 - 04/24/2004	0.94	1.06
18	04/25/2004 - 05/01/2004	0.95	1.07
19	05/02/2004 - 05/08/2004	0.96	1.08
20	05/09/2004 - 05/15/2004	0.98	1.10
21	05/16/2004 - 05/22/2004	0.98	1.10
22	05/23/2004 - 05/29/2004	0.98	1.10
23	05/30/2004 - 06/05/2004	0.98	1.10
24	06/06/2004 - 06/12/2004	0.98	1.10
25	06/13/2004 - 06/19/2004	0.99	1.11
26	06/20/2004 - 06/26/2004	0.98	1.10
27	06/27/2004 - 07/03/2004	0.97	1.09
28	07/04/2004 - 07/10/2004	0.96	1.08
29	07/11/2004 - 07/17/2004	0.96	1.08
30	07/18/2004 - 07/24/2004	0.98	1.10
31	07/25/2004 - 07/31/2004	1.01	1.13
32	08/01/2004 - 08/07/2004	1.04	1.17
33	08/08/2004 - 08/14/2004	1.07	1.20
34	08/15/2004 - 08/21/2004	1.09	1.22
35	08/22/2004 - 08/28/2004	1.16	1.30
36	08/29/2004 - 09/04/2004	1.22	1.37
37	09/05/2004 - 09/11/2004	1.28	1.44
38	09/12/2004 - 09/18/2004	1.34	1.51
39	09/19/2004 - 09/25/2004	1.28	1.44
40	09/26/2004 - 10/02/2004	1.22	1.37
41	10/03/2004 - 10/09/2004	1.15	1.29
42	10/10/2004 - 10/16/2004	1.09	1.22
43	10/17/2004 - 10/23/2004	1.08	1.21
44	10/24/2004 - 10/30/2004	1.07	1.20
45	10/31/2004 - 11/06/2004	1.06	1.19
46	11/07/2004 - 11/13/2004	1.05	1.18
47	11/14/2004 - 11/20/2004	1.04	1.17
48	11/21/2004 - 11/27/2004	1.05	1.18
49	11/28/2004 - 12/04/2004	1.05	1.18
50	12/05/2004 - 12/11/2004	1.05	1.18
51	12/12/2004 - 12/18/2004	1.05	1.18
52	12/19/2004 - 12/25/2004	1.01	1.13
53	12/26/2004 - 12/31/2004	0.97	1.09

Note: "*" indicates peak season week

APPENDIX G

SIGNAL TIMING:

US 1 & ROOSEVELT BOULEVARD

US 1 & COLLEGE ROAD

US 1 & CROSS STREET

US 1 & MACDONALD AVENUE

US-1

ROOSEVELT BLVD

INITIAL	<u>1</u> 20	<u>2</u> 8	<u>4</u> 20
PASSAGE	3.0	2.5	3.0
YELLOW	3.5	4.0	4.0
RED	1.0	1.0	1.0
WALK	7	7	7
PED CLR	6	6	8
MAX 1	50	20	55

TABLE 4 (Continued)
RECOMMENDED CONTROLLER TIMINGS

INTERSECTION:		US 1 & COLLEGE ROAD											
		CONTROLLER SETTINGS											
BASIC FUNCTIONS		RING 1			RING 2			RING 3			RING 4		
PH: NO:		1	2	3	4	5	6	7	8				
INTERVAL TYPE		NBL	SB				NB		EB				
INITIAL		5	20				20		10				
PASSAGE		2.0	3.0				3.0		2.5				
YELLOW CLEAR		3.5	4.0				4.0		4.0				
RED CLEAR		1.0	1.0				1.0		2.0				
MAX GREEN 1		10	50				50		20				
MAX GREEN 2													
WALK			7										
PED CLEAR			6										
MIN RECALL			X				X						
MAX RECALL													
PED RECALL													
DET NON-LOCK													
CNA1			X				X						
CNA2													
FLASHING WALK													
PHASE OMIT													
PED OMIT													
SOFT RECALL													
COORDINATION FUNCTIONS													
TIMING PATTERN		RING 1			RING 2			RING 3			RING 4		
PH: NO:		1	2	3	4	5	6	7	8				
CYCLE		NBL	SB				NB		EB				
OFFSET		45 20	75 10				75 00		20				
1		110	83				83 17		23				
2		100	82				82 17						
3													
4													
5													
6													
IMPLEMENTATION SCHEDULE													
DAY													
TIME													
M-F		7:30 - 09:30											
M-F		6:30 - 18:30											

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4/25/06

TABLE 4 (Continued)
RECOMMENDED CONTROLLER TIMINGS

INTERSECTION: US 1 & CROSS STREET		CONTROLLER SETTINGS												
BASIC FUNCTIONS		PH: NO: 4	RING 1			RING 2			RING 3			RING 4		
INTERVAL TYPE		WB	NS											
INITIAL		10	20											
PASSAGE		2.5	3.0											
YELLOW CLEAR		4.0	4.0											
RED CLEAR		1.0	1.0											
MAX GREEN 1		25	50											
MAX GREEN 2														
WALK		7	7											
PED CLEAR		13	9											
MIN RECALL			X											
MAX RECALL														
PED RECALL														
DET NON-LOCK														
CNA1			X											
CNA2														
FLASHING WALK														
PHASE OMIT														
PED OMIT														
SOFT RECALL														
COORDINATION FUNCTIONS														
TIMING PATTERN		PH: NO: 1	RING 1			RING 2			RING 3			RING 4		
CYCLE OFFSET		WB	NS											
1		110	87											
2		100	84											
3														
4														
5														
6														
IMPLEMENTATION SCHEDULE		DAY	TIME			TIME			TIME			TIME		
		M-F	7:30-09:30			7:30-09:30			7:30-09:30			7:30-09:30		
		M-F	6:30-18:30			6:30-18:30			6:30-18:30			6:30-18:30		

400
08/11/06

TABLE 4 (Continued)
RECOMMENDED CONTROLLER TIMINGS

INTERSECTION: US 1 & MACDONALD AVENUE		CONTROLLER SETTINGS															
BASIC FUNCTIONS		PH: NO:		RING 1		RING 2		RING 1		RING 2		RING 1		RING 2		RING 1	
INTERVAL TYPE		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
INITIAL		WB	NS														
PASSAGE		10	20														
YELLOW CLEAR		2.5	3.0														
RED CLEAR		4.0	4.0														
MAX GREEN 1		1.0	1.0														
MAX GREEN 2		25	50														
WALK		7	7														
PED CLEAR		13	5														
MIN RECALL			X														
MAX RECALL																	
PED RECALL																	
DET NON-LOCK																	
CNA1			X														
CNA2																	
FLASHING WALK																	
PHASE OMIT																	
PED OMIT																	
SOFT RECALL																	
COORDINATION FUNCTIONS		PH: NO:		RING 1		RING 2		RING 1		RING 2		RING 1		RING 2		RING 1	
TIMING PATTERN		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
CYCLE OFFSET		WB	NS														
1		100	0														
2		110	0														
3																	
4																	
5																	
6																	
IMPLEMENTATION SCHEDULE		DAY		TIME		DAY		TIME		DAY		TIME		DAY		TIME	
		M-F		7:30-09:30		M-F		7:30-09:30		M-F		7:30-09:30		M-F		7:30-09:30	
		M-F		6:30-18:30		M-F		6:30-18:30		M-F		6:30-18:30		M-F		6:30-18:30	

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4/2/06

APPENDIX H
HCS ANALYSES
PM PEAK HOUR

APPENDIX H1
EXISTING (YEAR 2006) PEAK SEASON CONDITIONS
HCS ANALYSES – PM PEAK HOUR

SHORT REPORT

General Information				Site Information			
Analyst	LAN			Intersection	US 1 & Roosevelt Blvd.		
Agency or Co.	Carter & Burgess, Inc.			Area Type	All other areas		
Date Performed	4/27/2006			Jurisdiction	Monroe County		
Time Period	PM Peak Hour			Analysis Year	2006 Peak Season		

Volume and Timing Input

			EB			WB			NB			SB		
			LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Num. of Lanes			0	0	0	2	0	1	0	1	1	2	1	0
Lane group						L		R		T	R	L	T	
Volume (vph)						1101		1218		161	1260	1330	205	
% Heavy veh						2		2		2	2	2	2	
PHF						0.95		0.95		0.92	0.92	0.91	0.91	
Actuated (P/A)						A		A		A	A	A	A	
Startup lost time						2.0		2.0		2.0	2.0	2.0	2.0	
Ext. eff. green						2.0		2.0		2.0	2.0	2.0	2.0	
Arrival type						3		3		3	3	3	3	
Unit Extension						3.0		0.0		2.5	0.0	3.0	3.0	
Ped/Bike/RTOR Volume			0			0		0	0		0			
Lane Width						12.0		12.0		12.0	12.0	12.0	12.0	
Parking/Grade/Parking			N		N	N	0	N	N	0	N	N	0	N
Parking/hr														
Bus stops/hr						0		0		0	0	0	0	
Unit Extension						3.0		0.0		2.5	0.0	3.0	3.0	
Phasing	WB Only	02	03		04		NS Perm		Thru & RT		07		08	
Timing	G = 55.0	G =	G =		G =		G = 50.0		G = 20.0		G =		G =	
	Y = 5	Y =	Y =		Y =		Y = 4.5		Y = 5		Y =		Y =	
Duration of Analysis (hrs) = 0.25										Cycle Length C = 139.5				

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adj. flow rate				1159		1282		175	1370	1462	225	
Lane group cap.				1355		1583		267	1583	1232	995	
v/c ratio				0.86		0.81		0.66	0.87	1.19	0.23	
Green ratio				0.39		1.00		0.14	1.00	0.36	0.53	
Unif. delay d1				38.6		0.0		56.5	0.0	44.8	17.2	
Delay factor k				0.39		0.33		0.21	0.38	0.50	0.11	
Increm. delay d2				0.5		0.3		5.2	5.1	92.4	0.1	
PF factor				1.000		0.950		1.000	0.950	1.000	1.000	
Control delay				39.2		0.3		61.7	5.1	137.2	17.3	
Lane group LOS				D		A		E	A	F	B	
Apprch. delay				18.7			11.5			121.2		
Approach LOS				B			B			F		
Intersec. delay	47.2			Intersection LOS						D		

SHORT REPORT

General Information				Site Information			
Analyst	LAN			Intersection	US 1 & College Road		
Agency or Co.	Carter & Burgess, Inc.			Area Type	All other areas		
Date Performed	4/27/2006			Jurisdiction	Monroe County		
Time Period	PM Peak Hour			Analysis Year	2006 Peak Season		

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Num. of Lanes	1	2	0	0	2	1	0	0	0	1	0	1
Lane group	L	T			T	R				L		R
Volume (vph)	286	2288			2011	43				159		329
% Heavy veh	2	2			2	2				2		2
PHF	0.96	0.96			0.92	0.92				0.75		0.75
Actuated (P/A)	P	P			P	P				A		A
Startup lost time	2.0	2.0			2.0	2.0				2.0		2.0
Ext. eff. green	2.0	2.0			2.0	2.0				2.0		2.0
Arrival type	3	3			4	4				3		3
Unit Extension	2.0	3.0			3.0	3.0				2.5		2.5
Ped/Bike/RTOR Volume				0		0	0			0		0
Lane Width	12.0	12.0			12.0	12.0				12.0		12.0
Parking/Grade/Parking	N	0	N	N	0	N	N		N	N	0	N
Parking/hr												
Bus stops/hr	0	0			0	0				0		0
Unit Extension	2.0	3.0			3.0	3.0				2.5		2.5

Phasing	EB Only	EW Perm	03	04	SB Only	06	07	08
Timing	G = 15.5	G = 56.0	G =	G =	G = 13.0	G =	G =	G =
	Y = 4.5	Y = 5	Y =	Y =	Y = 6	Y =	Y =	Y =

Duration of Analysis (hrs) = 0.25

Cycle Length C = 100.0

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adj. flow rate	298	2383			2186	47				212		439
Lane group cap.	348	2696			1986	886				230		546
v/c ratio	0.86	0.88			1.10	0.05				0.92		0.80
Green ratio	0.76	0.76			0.56	0.56				0.13		0.34
Unif. delay d1	32.8	8.8			22.0	10.0				43.0		29.7
Delay factor k	0.50	0.50			0.50	0.50				0.43		0.34
Increm. delay d2	22.8	4.7			49.2	0.0				38.3		8.3
PF factor	1.000	1.000			0.662	0.662				1.000		1.000
Control delay	55.6	13.4			63.8	6.7				81.3		38.0
Lane group LOS	E	B			E	A				F		D
Apprch. delay	18.1			62.6						52.1		
Approach LOS	B			E						D		
Intersec. delay	39.9			Intersection LOS						D		

SHORT REPORT

General Information					Site Information				
Analyst	LAN				Intersection	US 1 & Cross Street			
Agency or Co.	Carter & Burgess, Inc.				Area Type	All other areas			
Date Performed	4/27/2006				Jurisdiction	Monroe County			
Time Period	PM Peak Hour				Analysis Year	2006 Peak Season			

Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Num. of Lanes	0	2	1	1	2	0	0	0	0	0	0	0
Lane group		T	R	L	T			LR				
Volume (vph)		2002	244	36	1940		169		61			
% Heavy veh		2	2	2	2		2		2			
PHF		0.97	0.97	0.92	0.92		0.82		0.82			
Actuated (P/A)		P	P	P	P		A		A			
Startup lost time		2.0	2.0	2.0	2.0		2.0					
Ext. eff. green		2.0	2.0	2.0	2.0		2.0					
Arrival type		4	4	4	4		3					
Unit Extension		3.0	3.0	3.0	3.0		2.5					
Ped/Bike/RTOR Volume	0		0				0		0	0		
Lane Width		12.0	12.0	12.0	12.0		12.0					
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N		N
Parking/hr												
Bus stops/hr		0	0	0	0		0					
Unit Extension		3.0	3.0	3.0	3.0		2.5					
Phasing	EW Perm	02	03	04	NB Only	06	07	08				
Timing	G = 68.0	G =	G =	G =	G = 22.0	G =	G =	G =				
	Y = 5	Y =	Y =	Y =	Y = 5	Y =	Y =	Y =				
Duration of Analysis (hrs) = 0.25					Cycle Length C = 100.0							

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
Adj. flow rate		2064	252	39	2109			280				
Lane group cap.		2412	1076	81	2412			381				
v/c ratio		0.86	0.23	0.48	0.87			0.73				
Green ratio		0.68	0.68	0.68	0.68			0.22				
Unif. delay d1		12.2	6.1	7.6	12.6			36.3				
Delay factor k		0.50	0.50	0.50	0.50			0.28				
Increm. delay d2		4.2	0.5	19.1	4.8			6.9				
PF factor		0.335	0.335	0.335	0.335			1.000				
Control delay		8.3	2.6	21.6	9.0			43.2				
Lane group LOS		A	A	C	A			D				
Apprch. delay	7.6			9.3			43.2					
Approach LOS	A			A			D					
Intersec. delay	10.5			Intersection LOS						B		

SHORT REPORT

General Information					Site Information				
Analyst	LAN				Intersection	US 1 & MacDonald Avenue			
Agency or Co.	Carter & Burgess, Inc.				Area Type	All other areas			
Date Performed	4/27/2006				Jurisdiction	Monroe County			
Time Period	PM Peak Hour				Analysis Year	2006 Peak Season			

Volume and Timing Input													
		EB			WB			NB			SB		
		LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Num. of Lanes		0	2	1	0	2	0	0	2	0	0	0	0
Lane group			T	R		T			T				
Volume (vph)			1535	476		1490			444				
% Heavy veh			2	2		2			2				
PHF			0.95	0.95		0.97			0.85				
Actuated (P/A)			P	P		P			A				
Startup lost time			2.0	2.0		2.0			2.0				
Ext. eff. green			2.0	2.0		2.0			2.0				
Arrival type			4	4		3			3				
Unit Extension			3.0	3.0		2.5			3.0				
Ped/Bike/RTOR Volume		0		0									
Lane Width			12.0	12.0		12.0			12.0				
Parking/Grade/Parking		N	0	N	N	0	N	N	0	N	N		N
Parking/hr													
Bus stops/hr			0	0		0			0				
Unit Extension			3.0	3.0		2.5			3.0				
Phasing	Thru & RT	02	03		04		NB Only		06		07		08
Timing	G = 68.0	G =	G =		G =		G = 22.0		G =		G =		G =
	Y = 5	Y =	Y =		Y =		Y = 5		Y =		Y =		Y =
Duration of Analysis (hrs) = 0.25									Cycle Length C = 100.0				

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
Adj. flow rate		1616	501		1536			522				
Lane group cap.		2412	1583		2412			780				
v/c ratio		0.67	0.32		0.64			0.67				
Green ratio		0.68	1.00		0.68			0.22				
Unif. delay d1		9.4	0.0		9.0			35.7				
Delay factor k		0.50	0.11		0.50			0.24				
Increm. delay d2		1.5	0.1		1.3			2.2				
PF factor		0.335	1.000		1.000			1.000				
Control delay		4.7	0.1		10.3			37.9				
Lane group LOS		A	A		B			D				
Apprch. delay	3.6			10.3			37.9					
Approach LOS	A			B			D					
Intersec. delay	10.4			Intersection LOS						B		

TWO-WAY STOP CONTROL SUMMARY

General Information				Site Information				
Analyst	LAN			Intersection	US 1 & East Driveway			
Agency/Co.	Carter & Burgess, Inc.			Jurisdiction	Monroe County			
Date Performed	4/28/2006			Analysis Year	2006 Peak Season			
Analysis Time Period	PM Peak Hour							
Project Description Watermark Marina of Key West								
East/West Street: US 1				North/South Street: East Driveway				
Intersection Orientation: East-West				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Eastbound			Westbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)	0	2238	3	6	1985	0		
Peak-hour factor, PHF	1.00	0.97	0.97	0.88	0.88	1.00		
Hourly Flow Rate (veh/h)	0	2307	3	6	2255	0		
Proportion of heavy vehicles, P _{HV}	0	—	—	2	—	—		
Median type	Raised curb							
RT Channelized?			0			0		
Lanes	0	2	0	0	2	0		
Configuration		T	TR	LT	T			
Upstream Signal		1			0			
Minor Street	Northbound			Southbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)	10	0	7	0	0	0		
Peak-hour factor, PHF	0.71	1.00	0.71	1.00	1.00	1.00		
Hourly Flow Rate (veh/h)	14	0	9	0	0	0		
Proportion of heavy vehicles, P _{HV}	2	0	2	0	0	0		
Percent grade (%)	0			0				
Flared approach		Y			N			
Storage		1			0			
RT Channelized?			0			0		
Lanes	0	0	0	0	0	0		
Configuration		LR						
Control Delay, Queue Length, Level of Service								
Approach	EB	WB	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		LT		LR				
Volume, v (vph)		6		23				
Capacity, c _m (vph)		257		189				
v/c ratio		0.02		0.12				
Queue length (95%)		0.07		0.41				
Control Delay (s/veh)		19.3		30.9				

LOS		<i>C</i>		<i>D</i>			
Approach delay (s/veh)	--	--	30.9				
Approach LOS	--	--	<i>D</i>				

TWO-WAY STOP CONTROL SUMMARY

General Information				Site Information			
Analyst	LAN			Intersection	US 1 & West Driveway		
Agency/Co.	Carter & Burgess, Inc.			Jurisdiction	Monroe County		
Date Performed	4/28/2006			Analysis Year	2006 Peak Season		
Analysis Time Period	PM Peak Hour						
Project Description <i>Watermark Marina of Key West</i>							
East/West Street: <i>US 1</i>				North/South Street: <i>West Driveway</i>			
Intersection Orientation: <i>East-West</i>				Study Period (hrs): <i>0.25</i>			
Vehicle Volumes and Adjustments							
Major Street	Eastbound			Westbound			
Movement	1	2	3	4	5	6	
	L	T	R	L	T	R	
Volume (veh/h)	0	2220	31	0	1998	0	
Peak-hour factor, PHF	1.00	0.97	0.97	1.00	0.88	1.00	
Hourly Flow Rate (veh/h)	0	2288	31	0	2270	0	
Proportion of heavy vehicles, P_{HV}	0	--	--	0	--	--	
Median type	<i>Raised curb</i>						
RT Channelized?			0			0	
Lanes	0	2	1	0	2	0	
Configuration		T	R		T		
Upstream Signal		1			0		
Minor Street	Northbound			Southbound			
Movement	7	8	9	10	11	12	
	L	T	R	L	T	R	
Volume (veh/h)	0	0	16	0	0	0	
Peak-hour factor, PHF	1.00	1.00	0.71	1.00	1.00	1.00	
Hourly Flow Rate (veh/h)	0	0	22	0	0	0	
Proportion of heavy vehicles, P_{HV}	0	0	2	0	0	0	
Percent grade (%)	0			0			
Flared approach		N			N		
Storage		0			0		
RT Channelized?			0			0	
Lanes	0	0	1	0	0	0	
Configuration			R				
Control Delay, Queue Length, Level of Service							
Approach	EB	WB	Northbound			Southbound	
Movement	1	4	7	8	9	10	11
Lane Configuration					R		
Volume, v (vph)					22		
Capacity, c_m (vph)					327		
v/c ratio					0.07		
Queue length (95%)					0.22		
Control Delay (s/veh)					16.8		

LOS					C			
Approach delay (s/veh)	--	--	16.8					
Approach LOS	--	--	C					

APPENDIX H2
FUTURE (YEAR 2007) PEAK SEASON CONDITIONS WITH PROJECT
HCS ANALYSES – PM PEAK HOUR

SHORT REPORT

General Information				Site Information			
Analyst	LAN			Intersection	US 1 & Roosevelt Blvd.		
Agency or Co.	Carter & Burgess, Inc.			Area Type	All other areas		
Date Performed	4/27/2006			Jurisdiction	Monroe County		
Time Period	PM Peak Hour			Analysis Year	2007 With Project		

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Num. of Lanes	0	0	0	2	0	1	0	1	1	2	1	0
Lane group				L		R		T	R	L	T	
Volume (vph)				1128		1253		164	1289	1365	209	
% Heavy veh				2		2		2	2	2	2	
PHF				0.95		0.95		0.92	0.92	0.91	0.91	
Actuated (P/A)				A		A		A	A	A	A	
Startup lost time				2.0		2.0		2.0	2.0	2.0	2.0	
Ext. eff. green				2.0		2.0		2.0	2.0	2.0	2.0	
Arrival type				3		3		3	3	3	3	
Unit Extension				3.0		0.0		2.5	0.0	3.0	3.0	
Ped/Bike/RTOR Volume	0			0		0	0		0			
Lane Width				12.0		12.0		12.0	12.0	12.0	12.0	
Parking/Grade/Parking	N		N	N	0	N	N	0	N	N	0	N
Parking/hr												
Bus stops/hr				0		0		0	0	0	0	
Unit Extension				3.0		0.0		2.5	0.0	3.0	3.0	

Phasing	WB Only	02	03	04	NS Perm	Thru & RT	07	08
Timing	G = 55.0	G =	G =	G =	G = 50.0	G = 20.0	G =	G =
	Y = 5	Y =	Y =	Y =	Y = 4.5	Y = 5	Y =	Y =
Duration of Analysis (hrs) = 0.25						Cycle Length C = 139.5		

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adj. flow rate				1187		1319		178	1401	1500	230	
Lane group cap.				1355		1583		267	1583	1232	995	
v/c ratio				0.88		0.83		0.67	0.89	1.22	0.23	
Green ratio				0.39		1.00		0.14	1.00	0.36	0.53	
Unif. delay d1				39.1		0.0		56.6	0.0	44.8	17.3	
Delay factor k				0.40		0.35		0.22	0.39	0.50	0.11	
Increm. delay d2				0.7		0.4		5.7	6.2	105.5	0.1	
PF factor				1.000		0.950		1.000	0.950	1.000	1.000	
Control delay				39.8		0.4		62.3	6.2	150.2	17.4	
Lane group LOS				D		A		E	A	F	B	
Apprch. delay				19.0			12.5			132.6		
Approach LOS				B			B			F		
Intersec. delay	51.0			Intersection LOS						D		

SHORT REPORT

General Information					Site Information				
Analyst	LAN				Intersection	US 1 & College Road			
Agency or Co.	Carter & Burgess, Inc.				Area Type	All other areas			
Date Performed	4/27/2006				Jurisdiction	Monroe County			
Time Period	PM Peak Hour				Analysis Year	2007 With Project			

Volume and Timing Input													
	EB			WB			NB			SB			
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT	
Num. of Lanes	1	2	0	0	2	1	0	0	0	1	0	1	
Lane group	L	T			T	R				L		R	
Volume (vph)	291	2346			2068	44				162		336	
% Heavy veh	2	2			2	2				2		2	
PHF	0.96	0.96			0.92	0.92				0.75		0.75	
Actuated (P/A)	P	P			P	P				A		A	
Startup lost time	2.0	2.0			2.0	2.0				2.0		2.0	
Ext. eff. green	2.0	2.0			2.0	2.0				2.0		2.0	
Arrival type	3	3			4	4				3		3	
Unit Extension	2.0	3.0			3.0	3.0				2.5		2.5	
Ped/Bike/RTOR Volume				0		0	0			0		0	
Lane Width	12.0	12.0			12.0	12.0				12.0		12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N		N	N	0	N	
Parking/hr													
Bus stops/hr	0	0			0	0				0		0	
Unit Extension	2.0	3.0			3.0	3.0				2.5		2.5	
Phasing	EB Only	EW Perm	03		04		SB Only		06		07		08
Timing	G = 15.5	G = 56.0	G =		G =		G = 13.0		G =		G =		G =
	Y = 4.5	Y = 5	Y =		Y =		Y = 6		Y =		Y =		Y =
Duration of Analysis (hrs) = 0.25								Cycle Length C = 100.0					

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
Adj. flow rate	303	2444			2248	48				216		448
Lane group cap.	348	2696			1986	886				230		546
v/c ratio	0.87	0.91			1.13	0.05				0.94		0.82
Green ratio	0.76	0.76			0.56	0.56				0.13		0.34
Unif. delay d1	33.0	9.3			22.0	10.0				43.1		29.9
Delay factor k	0.50	0.50			0.50	0.50				0.45		0.35
Increm. delay d2	24.5	5.7			66.3	0.1				42.5		9.4
PF factor	1.000	1.000			0.662	0.662				1.000		1.000
Control delay	57.5	15.0			80.9	6.7				85.6		39.3
Lane group LOS	E	B			F	A				F		D
Apprch. delay	19.7			79.3						54.4		
Approach LOS	B			E						D		
Intersec. delay	47.7			Intersection LOS						D		

SHORT REPORT

General Information				Site Information	
Analyst	LAN			Intersection	US 1 & Cross Street
Agency or Co.	Carter & Burgess, Inc.			Area Type	All other areas
Date Performed	4/27/2006			Jurisdiction	Monroe County
Time Period	PM Peak Hour			Analysis Year	2007 With Project

Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Num. of Lanes	0	2	1	1	2	0	0	0	0	0	0	0
Lane group		T	R	L	T			LR				
Volume (vph)		2055	250	36	1991		174		62			
% Heavy veh		2	2	2	2		2		2			
PHF		0.97	0.97	0.92	0.92		0.82		0.82			
Actuated (P/A)		P	P	P	P		A		A			
Startup lost time		2.0	2.0	2.0	2.0			2.0				
Ext. eff. green		2.0	2.0	2.0	2.0			2.0				
Arrival type		4	4	4	4			3				
Unit Extension		3.0	3.0	3.0	3.0			2.5				
Ped/Bike/RTOR Volume	0		0				0		0	0		
Lane Width		12.0	12.0	12.0	12.0			12.0				
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N		N
Parking/hr												
Bus stops/hr		0	0	0	0			0				
Unit Extension		3.0	3.0	3.0	3.0			2.5				
Phasing	EW Perm	02	03	04	NB Only	06	07	08				
Timing	G = 68.0	G =	G =	G =	G = 22.0	G =	G =	G =				
	Y = 5	Y =	Y =	Y =	Y = 5	Y =	Y =	Y =				
Duration of Analysis (hrs) = 0.25								Cycle Length C = 100.0				

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
Adj. flow rate		2119	258	39	2164			288				
Lane group cap.		2412	1076	75	2412			381				
v/c ratio		0.88	0.24	0.52	0.90			0.76				
Green ratio		0.68	0.68	0.68	0.68			0.22				
Unif. delay d1		12.7	6.1	7.9	13.1			36.5				
Delay factor k		0.50	0.50	0.50	0.50			0.29				
Increm. delay d2		4.9	0.5	23.5	5.8			8.0				
PF factor		0.335	0.335	0.335	0.335			1.000				
Control delay		9.2	2.6	26.1	10.2			44.5				
Lane group LOS		A	A	C	B			D				
Apprch. delay	8.5			10.5			44.5					
Approach LOS	A			B			D					
Intersec. delay	11.5			Intersection LOS						B		

SHORT REPORT

General Information				Site Information	
Analyst	LAN			Intersection	US 1 & MacDonald Avenue
Agency or Co.	Carter & Burgess, Inc.			Area Type	All other areas
Date Performed	4/27/2006			Jurisdiction	Monroe County
Time Period	PM Peak Hour			Analysis Year	2007 With Project

Volume and Timing Input													
		EB			WB			NB			SB		
		LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Num. of Lanes		0	2	1	0	2	0	0	2	0	0	0	0
Lane group			T	R		T			T				
Volume (vph)			1578	487		1522			463				
% Heavy veh			2	2		2			2				
PHF			0.95	0.95		0.97			0.85				
Actuated (P/A)			P	P		P			A				
Startup lost time			2.0	2.0		2.0			2.0				
Ext. eff. green			2.0	2.0		2.0			2.0				
Arrival type			4	4		3			3				
Unit Extension			3.0	3.0		2.5			3.0				
Ped/Bike/RTOR Volume		0		0									
Lane Width			12.0	12.0		12.0			12.0				
Parking/Grade/Parking		N	0	N	N	0	N	N	0	N	N		N
Parking/hr													
Bus stops/hr			0	0		0			0				
Unit Extension			3.0	3.0		2.5			3.0				
Phasing	Thru & RT	02	03		04		NB Only		06		07		08
Timing	G = 68.0	G =	G =		G =		G = 22.0		G =		G =		G =
	Y = 5	Y =	Y =		Y =		Y = 5		Y =		Y =		Y =
Duration of Analysis (hrs) = 0.25									Cycle Length C = 100.0				

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
Adj. flow rate		1661	513		1569			545				
Lane group cap.		2412	1583		2412			780				
v/c ratio		0.69	0.32		0.65			0.70				
Green ratio		0.68	1.00		0.68			0.22				
Unif. delay d1		9.6	0.0		9.2			35.9				
Delay factor k		0.50	0.11		0.50			0.27				
Increm. delay d2		1.6	0.1		1.4			2.8				
PF factor		0.335	1.000		1.000			1.000				
Control delay		4.9	0.1		10.6			38.7				
Lane group LOS		A	A		B			D				
Apprch. delay	3.7			10.6			38.7					
Approach LOS	A			B			D					
Intersec. delay	10.7			Intersection LOS						B		

TWO-WAY STOP CONTROL SUMMARY

General Information				Site Information				
Analyst	LAN			Intersection	US 1 & East Driveway			
Agency/Co.	Carter & Burgess, Inc.			Jurisdiction	Monroe County			
Date Performed	4/28/2006			Analysis Year	2007 With Project			
Analysis Time Period	PM Peak Hour							
Project Description Watermark Marina of Key West								
East/West Street: US 1				North/South Street: East Driveway				
Intersection Orientation: East-West				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Eastbound			Westbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)	0	2293	5	9	2035	0		
Peak-hour factor, PHF	1.00	0.97	0.97	0.88	0.88	1.00		
Hourly Flow Rate (veh/h)	0	2363	5	10	2312	0		
Proportion of heavy vehicles, P_{HV}	0	—	—	2	—	—		
Median type	Raised curb							
RT Channelized?			0			0		
Lanes	0	2	0	0	2	0		
Configuration		T	TR	LT	T			
Upstream Signal		0			0			
Minor Street	Northbound			Southbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)	16	0	11	0	0	0		
Peak-hour factor, PHF	0.71	1.00	0.71	1.00	1.00	1.00		
Hourly Flow Rate (veh/h)	22	0	15	0	0	0		
Proportion of heavy vehicles, P_{HV}	2	0	2	0	0	0		
Percent grade (%)	0			0				
Flared approach		Y			N			
Storage		1			0			
RT Channelized?			0			0		
Lanes	0	0	0	0	0	0		
Configuration		LR						
Control Delay, Queue Length, Level of Service								
Approach	EB	WB	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		LT		LR				
Volume, v (vph)		10		37				
Capacity, c_m (vph)		203		180				
v/c ratio		0.05		0.21				
Queue length (95%)		0.15		0.75				
Control Delay (s/veh)		23.7		34.6				

LOS		<i>C</i>		<i>D</i>			
Approach delay (s/veh)	--	--	34.6				
Approach LOS	--	--	<i>D</i>				

TWO-WAY STOP CONTROL SUMMARY

General Information				Site Information				
Analyst	LAN			Intersection	US 1 & West Driveway			
Agency/Co.	Carter & Burgess, Inc.			Jurisdiction	Monroe County			
Date Performed	4/28/2006			Analysis Year	2007 With Project			
Analysis Time Period	PM Peak Hour							
Project Description Watermark Marina of Key West								
East/West Street: US 1				North/South Street: West Driveway				
Intersection Orientation: East-West				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Eastbound			Westbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)	0	2266	42	0	2054	0		
Peak-hour factor, PHF	1.00	0.97	0.97	1.00	0.88	1.00		
Hourly Flow Rate (veh/h)	0	2336	43	0	2334	0		
Proportion of heavy vehicles, P_{HV}	0	--	--	0	--	--		
Median type	Raised curb							
RT Channelized?			0			0		
Lanes	0	2	1	0	2	0		
Configuration		T	R		T			
Upstream Signal		1			0			
Minor Street	Northbound			Southbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)	0	0	27	0	0	0		
Peak-hour factor, PHF	1.00	1.00	0.71	1.00	1.00	1.00		
Hourly Flow Rate (veh/h)	0	0	38	0	0	0		
Proportion of heavy vehicles, P_{HV}	0	0	2	0	0	0		
Percent grade (%)	0			0				
Flared approach		N			N			
Storage		0			0			
RT Channelized?			0			0		
Lanes	0	0	1	0	0	0		
Configuration			R					
Control Delay, Queue Length, Level of Service								
Approach	EB	WB	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration					R			
Volume, v (vph)					38			
Capacity, c_m (vph)					327			
v/c ratio					0.12			
Queue length (95%)					0.39			
Control Delay (s/veh)					17.5			

LOS					C			
Approach delay (s/veh)	--	--	17.5					
Approach LOS	--	--	C					

APPENDIX I

LEVEL OF SERVICE AND RESERVE CAPACITY TABLE

2005 LEVEL OF SERVICE AND RESERVE CAPACITY

SEGMENT	LENGTH (miles)	FACILITY TYPE	POSTED SPEED		ADJ. FOR SIGNAL (mph)	ADJUSTED LOS C CRITERIA (mph)	MEDIAN TRAVEL SPEED (mph)	LOS	RESERVE SPEED (mph)	2005		2004	
			Limits (mph)	Average (mph)						MAXIMUM RESERVE VOLUME (trips)	5% ALLOCATION BELOW LOS C (trips)	MAXIMUM RESERVE VOLUME (trips)	5% ALLOCATION BELOW LOS C (trips)
1 Stock Island (4.0 - 5.0)	1.1	4-L/D	30/35/45	38.3	N/A	22.0	30.2	B	8.2	1,494	N/A	8,456	N/A
2 Boca Chica (5.0- 9.0)	3.9	4-L/D	55/45	54.1	N/A	49.6	55.8	A	6.2	4,004	N/A	5,577	N/A
3 Big Coppitt (9.0- 10.5)	1.5	2-L/U	45/55	49.7	N/A	45.2	44.7	D	-0.5	0	426	231	N/A
4 Saddlebunch (10.5- 16.5)	5.8	2-L/U	45/55	54.1	N/A	49.6	50.9	C	1.3	1,249	N/A	3,945	N/A
5 Sugarloaf (16.5- 20.5)	4.0	2-L/U	45/55	52.1	N/A	47.6	46.6	D	-1.0	0	885	489	N/A
6 Cudjoe (20.5- 23.0)	2.5	2-L/U	45/55	45.5	N/A	41.0	47.8	A	6.8	2,815	N/A	2,928	N/A
7 Summerland (23.0- 25.0)	2.2	2-L/U	45	45.0	N/A	40.5	45.7	B	5.2	1,894	N/A	2,151	N/A
8 Ramrod (25.0- 27.5)	2.3	2-L/U	45	45.0	N/A	40.5	47.8	A	7.3	2,780	N/A	2,251	N/A
9 Torch (27.5- 29.5)	2.1	2-L/U	45	45.0	N/A	40.5	46.8	A	6.3	2,191	N/A	2,478	N/A
10 Big Pine (29.5- 33.0)	3.4	2-L/U	45	45.0	2.9	37.6	36.4	D	-1.2	0	406	659	N/A
11 Bahia Honda (33.0- 40.0)	7.0	2-L/U (70%) 4-L/D (30%)	45/50/55	52.1	N/A	47.6	52.6	B	5.0	5,796	N/A	5,698	N/A
12 7-Mile Bridge (40.0- 47.0)	6.8	2-L/U	55	55.0	N/A	50.5	56.6	A	6.1	6,869	N/A	2,881	N/A
13 Marathon (47.0- 54.0)	7.3	2-L/U (13%) 4-L/D (87%)	35/45	42.2	N/A	22	35.2	A	13.2	15,957	N/A	16,000	N/A
14 Grassy (54.0- 60.5)	6.4	2-L/U	45/55	54.4	N/A	49.9	49.5	D	-0.4	0	2225	389	N/A
15 Duck (60.5- 63.0)	2.7	2-L/U	55	55.0	N/A	50.5	53.6	B	3.1	1,386	N/A	1,735	N/A
16 Long (63.0- 73.0)	9.9	2-L/U	55/45	53.5	N/A	49	50.8	C	1.8	2,951	N/A	6,452	N/A
17 L Matecumbe (73.0- 77.5)	4.5	2-L/U	55	55.0	N/A	50.5	50.0	D	-0.5	0	1516	0	1,881
18 Tea Table (77.5- 79.5)	2.2	2-L/U	55/45	54.6	N/A	50.1	49.9	D	-0.2	0	835	0	512
19 U Matecumbe (79.5- 84.0)	4.1	2-L/U	45	45.0	N/A	40.5	39.1	D	-1.4	0	397	257	N/A
20 Windley (84.0- 86.0)	1.9	2-L/U	45	45.0	7.5	33.0	41.8	A	8.8	2,769	N/A	2,814	N/A
21 Plantation (86.0- 91.5)	5.8	2-L/U	45	45.0	2.2	38.3	39.4	C	1.1	1,057	N/A	1,753	N/A
22 Tavernier (91.5- 99.5)	8.0	4-L/D	45/50	47.1	1.0	41.6	47.7	A	6.1	8,081	N/A	8,918	N/A
23 Key Largo (99.5- 106.0)	6.8	4-L/D	45	45.0	3.3	37.2	44.7	A	7.5	8,446	N/A	9,492	N/A
24 Cross (106.0- 112.5)	6.2	2-L/U	45/55	51.8	N/A	47.3	44.4	D	-2.9	0	0	0	67
Overall	108.4					45.0	45.3	C	0.3				

